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Title: **American Home Products Corporation, Wyeth-Ayerst Lederle and International Chemical Workers (ICW) Local 143 (2002)**

K#: **1643**

Employer Name: **American Home Products Corporation, Wyeth-Ayerst Lederle**

Location: **NY Pearl River**

Union: **International Chemical Workers (ICW)**

Local: **143**

SIC: **2834**

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Sector: **P**

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K# 1643

1,100 lbs

L. 143C

1/15/08

# AGREEMENT

between

The

International Chemical Workers  
Union, Local 143

100 Crooked Hill Road

Pond River, New York

Phones: 735-4874; 735-4875

and

Wyeth-Ayerst Lederle

Pond River, New York

Division American Home Products  
Corporation

*Lederle*

January 16, 2008

This contract evidences the agreement reached through collective bargaining between American Home Products Corporation, Pearl River, New York, and International Chemical Workers Union, Local 143. It is printed in this convenient form by authority of both contracting parties who share the belief that publication of its provisions will tend to eliminate misunderstanding and in that way promote accord, and the Union and the Company will work in unison to that end. Both the Union and Company consider this important information for all employees, inasmuch as the Union is the official collective bargaining agent for every employee in the appropriate unit.

The Company and Union recognize that mutual respect and confidence will aid greatly in carrying out the contract's provisions and will go far toward bringing about the harmonious relations which each party desires.

**COLLECTIVE  
BARGAINING**

**JUN 27 2002**

**DEPARTMENT**

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#### **PRODUCTION AND MAINTENANCE UNIT**

This Agreement, made and entered into this 15th day of January, 1996 by and between American Home Products Corporation, Wyeth-Ayerst Lederle, Pearl River, New York, party of the first part, hereinafter called "the Company", and the International Chemical Workers, Union, Local 143, party of the second part, hereinafter called "the Union", covering bargaining status, rates of pay, hours of employment, and other conditions of employment.

The parties have agreed with respect to these matters at the Pearl River Plant of American Home Products Corporation as follows:



#### ARTICLE I—UNION RECOGNITION

1.1 The Company recognizes the Union as the exclusive bargaining agent for the employees of the Company who are included in the appropriate bargaining unit, as defined by the National Labor Relations Board in its election order of July 11, 1942, and clarified in Section 1.2 hereinafter, in respect to rates of pay, hours of work, and all other conditions of employment.

1.2 This agreement shall cover all employees of the Company at the Pearl River Plant, excluding weekly or semi-monthly salaried employees. "Employee" or "employees" as used in this agreement, refers to employees covered by the agreement as defined above.

#### ARTICLE II—MUTUAL RECOGNITION OF RIGHTS

2.1 The Union agrees that its members should perform their respective duties in Company loyalty, efficiently, safely and continuously, under the terms of this agreement. The Union and its members will use their best endeavors to protect the interests of the Company, to conserve its property and to give service of the highest productive quality. Both parties agree that no activity for or against the Union will be conducted during working hours except as otherwise provided herein.

2.2 The Union recognizes the right and authority of the Company to administer the business of the Company, to promulgate rules and regulations, to enforce discipline, to discharge for just cause and otherwise to exercise its prerogatives of management, provided that all employees covered by this agreement shall be treated with equal justice, without violation of the terms of this agreement and all shall be entitled to utilize the mediums provided by this agreement for their review and adjustment of grievances.

2.3 It is and has been the policy of the Company to make every effort to utilize its employees to perform work when they are qualified to do so, but the Company reserves the right to contract out any work it deems necessary

or desirable according to the dictates of good business practice. This clause in no way nullifies the intent or purpose of any other clause of this agreement.

2.4 The Company recognizes that the maintenance craft mechanics in its employ and those on layoff with recall rights, such as Electricians, Plumbers, Welders, Machinists, Instrument, Refrigeration, Painters, Masons, Carpenters, Tinsmiths, Pipe Coverers, etc., and in the Printing Department, Printing Press Operators, Machine Compositors, Photo Compositors and Cutter and Binders, are as skilled in their particular trade as any craft mechanics belonging to an outside Trades local.

It is the policy of the Company to utilize these craft mechanics and those on layoff with recall rights to the full extent of their training and experience.

The Company reserves the right to contract any work it deems necessary or desirable based upon the dictates of good business practice. Without restriction on this right, overtime will be authorized within the dictates of good business practices. Before work is subcontracted out according to the provision of this section, the Company will notify in writing (OCNs) the Union president and the Manager of Labor Relations.

2.5 The Company and the Union agree there shall be no discrimination of employees because of race, color, creed, age, religion, national origin, sex, marital status, handicap, Vietnam veteran, or disabled veteran. *Status*

2.6 The terms and conditions of this agreement are not subject to modifications in any way during its lifetime except by formal revisions duly executed by the Union and the Company. Any prior agreements in conflict with this agreement are null and void.

### ARTICLE III—UNION SECURITY

3.1 All employees in the unit defined in Article I, shall as a condition of employment upon the completion of sixty (60) days employed, maintain payment of the financial obligation to the Union in the amount determined by the Union, in accordance with its constitution and bylaws and certified by the Union to the Company as so fixed, through regular payment of initiation fees and dues or the cost of representation and collective bargaining.

3.2 The Union agrees to accept all present and future employees of the Company who fall within the unit as defined in Article I, section 1.2 as members of the unit without discrimination.

3.3 The Company may hire any new employee from whatever source it desires, but such new employee shall join the Union on completion of sixty (60) days of employment.

3.4 Regardless of Union membership, new employees will be considered as being in a probationary status until they complete twelve weeks of employment. Employment may be terminated at the discretion of the Management without appeal by the Union during an employees' probationary status.

3.5 Any employee who fails to meet the requirements of this Article shall not be eligible to retain, perform, or engage in bargaining unit work, provided that the Union shall have notified the Company and the employee in writing by certified mail of such default and said employee shall have failed to remedy same within ten (10) calendar days after receipt of such notice. Upon such notice, the Company shall then take such action as is necessary regarding such employee, and such action may include discharge.

3.6 In case a dispute arises as to whether or not an employee has failed to maintain his/her financial obligation to the Union, the Union agrees to indemnify the Company for any liability that may result from its reliance on a representation of facts by the Union.

#### ARTICLE IV—UNION CHECK OFF

4.1 Upon receipt of a written assignment and authorization signed by the employee on a form furnished the Company by the Union, the Company agrees to deduct the dues and initiation fees or the cost of representation and collective bargaining from the pay of each regular, full time employee within the unit as defined in Article I, Section 1.2 above, who has worked sixty (60) days and who individually and voluntarily makes written authorization for such deductions in such amount as may now, or hereafter, be established in accordance with the constitution and by laws of the Union. The Union agrees to save the Company harmless from all claims arising from the Union payroll deduction made in accordance with the Authorization for Check Off.

4.2 Dues deductions will not be made for months in which the employee earns no wages, except, in case of leave of absence, not breaking seniority, dues not otherwise collected by the Union may be deducted on notice to the Company by the Union after the employee's return to service.

4.3 The Union agrees to use and the Company agrees to honor all authorizations for check-off if the following approved authorization form is completed and submitted to the Company.

#### AUTHORIZATION FOR CHECK-OFF

To: \_\_\_\_\_  
Name of Company

Date: \_\_\_\_\_

I hereby assign to Local Union No. 143, International Chemical Workers Union, from any wages earned or to be earned by me as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. 143 may certify as due and owing from me for the cost of representation and collective bargaining. This authorization shall specifically include membership dues, initiation fee, reinstatement fee, in such sum as may be established from time to time by said local union in accordance with the Constitution of the International Chemical Workers Union and this local union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization and assignment is voluntarily made in consideration for the cost of representation and Collective Bargaining and is not contingent upon my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, which ever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and to the Union not more than five (5) days and not less than two (2) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement the Company and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and other applicable laws, and is entirely voluntary on my part.

Contributions of gifts to the International Chemical Workers Union or its local union are not deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses.

\_\_\_\_\_  
Signature of Employee Here

\_\_\_\_\_  
Type or Print Name of Employee Here

\_\_\_\_\_  
Address of Employee Here

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Delivery to Employer

\_\_\_\_\_  
Employee's Dept.

\_\_\_\_\_  
Clock No.

\_\_\_\_\_  
Employee's Social Security No.

#### ARTICLE V—USE OF BULLETIN BOARD

5.1 The Union shall be permitted to use the bulletin boards in the plant which are normally used for furnishing information of a general nature to employees, for the purpose of posting notices concerning official Union business, each of which shall bear the Union seal, shall be signed by an officer of the Union, and a copy submitted to the President or his/her representative specifically authorized at the time of posting. Such notices will not be posted on Suggestion Bulletin Boards or other bulletin boards designated for a similar purpose.

5.2 Such notices shall be restricted to the following unless specifically approved in advance by the Company:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections, appointments and results of Union elections.
- (c) Notices of Union meetings.

#### ARTICLE VI—RELEASE OF EMPLOYEES FOR UNION DUTIES

6.1 The Company agrees to grant to employees who are members of the Union leaves of absence for transacting required Union business, in such numbers and for such lengths of time as may be needed. Denial of request by the Company will not be made without first advising the Union President as to the reasons for the refusal.

- (a) The Company agrees to grant a leave of absence to employees (not to exceed two (2) employees at one time) appointed or elected to a full time position with the International Chemical Workers Union. The leave of absence will be valid for a period not to exceed twelve (12) months. Said leave will be renewable, upon request, for an additional 12 month period. Failure to return to work within the approved leave period will be considered a voluntary resignation.

6.2 No employee shall be entitled to be paid by the Company during any such leave of absence.

6.3 No employee who is granted such leave of absence shall lose his/her seniority status by reason thereof.

6.4 Monthly meetings (or other meetings scheduled by mutual consent) of the Grievance Committee shall be held without loss of pay to its members.

6.5 Grievance Committee members must be employees of the Company (excepting those on leave of absence from the Company under the provisions of paragraph 6.6) and their total number must not exceed twenty (20).

6.6 Employees, from the local as a whole, not to exceed three (3), who are required to give full time to Union duties of Local 143 will be granted a leave of absence by the Company for such periods as they are so serving and will retain their seniority and will continue to accumulate seniority while so serving and be reemployed if the employees return to work within thirty (30) days of the expiration of their duties in accordance with their seniority as they are then qualified.

6.7 The Company will make every reasonable effort to release Shop Stewards, Grievance Committee Members and Executive Board Members to attend the posted regular monthly membership meeting without pay.

## ARTICLE VII—GRIEVANCES

7.1 Should any difference arise between the Company and the Union, or between the Company and an employee or a group of employees, as to the meaning or application of any provisions of this agreement, the matter shall be settled in the following manner:

7.2 Representatives designated or selected for the purpose of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all employees in such unit for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment, or other conditions of employment.

Provided, that any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect:

Provided further, that the bargaining representative and the grievant have been given opportunity to be present at such adjustment.

7.3 The Company agrees to recognize the Shop Steward as an authorized agent of the

Union in the submission and consideration of all grievances, either personal, group, or general, while such grievances are being acted upon within the department in which the aggrieved may be employed.

Resolution of an employee's grievance will be attempted between the employee, his/her supervisor and a Steward if desired. If a satisfactory settlement is not reached, the grievance shall then be reduced to writing and given to the supervisor.

7.4 If no satisfactory settlement is made on the department level, the matter may be referred to the Grievance Committee of the Union who, with the Shop Steward and the aggrieved party if they so desire, shall submit the case to the Section Manager.

7.5 If the involved Grievance Committee Member, with a Shop Steward, the aggrieved party and the Section Manager fail to reach a mutually satisfactory adjustment, appeal may be had by the Union through the Union President, or his/her representative specifically authorized to the Company President or his/her representative specifically authorized.

7.6 For grievances involving more than one section, or involving matters of general plant policy, the Union President or his/her representative specifically authorized and/or

authorized members of the Committee, may meet directly with the Labor Relations Manager if he/she shall have authority in the matter, or otherwise with the authorized representative of the President. Any full time Business Representative or International Representative of the Union may enter the grievance procedure at the third or any subsequent steps.

7.7 On department level of Company authority, three (3) days shall be allowed for decision. On section level, four (4) days shall be allowed for decision. On third level, five (5) days shall be allowed for decision, and on the fourth level fifteen (15) days shall be allowed for decision after the meeting at the fourth level. Saturdays, Sundays, and holidays shall not be included in the periods provided.

7.8 A grievance not taken to the next step of the grievance procedure within seven (7) days after a decision has been given will be considered settled at the last step at which such decision was given unless new evidence is later presented. Saturdays, Sundays, and holidays shall not be included in the period provided.

7.9 Decisions on grievance cases on all levels shall be set forth in writing in triplicate on the grievance form.

7.10 If the complaint, grievance or difference is still unsettled after the first three (3) steps,



either party may if requested refer the matter to a committee of four (4), composed of an officer of the Company and someone designated by him/her or a committee of two (2) designated by him/her and a representative of the International Union and a local Union officer. If this committee should fail to reach an agreement, then, if, but only if, the matter is one arising solely under the terms of this agreement and involving the interpretation or application of one or more of the specific provisions hereof, it may be referred to arbitration, the arbitrators to be selected in the following manner:

7.11 If the grievance has not been resolved as a result of Step Four, the matter may be referred to arbitration by either party within seven (7) working days after the Fourth Step decision. An arbitrator shall be appointed from a list of at least five (5) persons submitted by the Director of the Federal Mediation and Conciliation Service.

The Director of Conciliation will be requested to submit a panel of at least (5) names. The Union and the Company will alternately strike names from this list until only one (1) name remains. This person will serve as arbitrator. If the names submitted by the Director of the Federal Mediation and Conciliation Service are unsatisfactory to either the Company or the Union, a new list will be requested.

Each party may reject one (1) list submitted by the Director of Federal Mediation and Conciliation Service.

(a) Arbitration Proceedings:

1. The arbitrator so appointed shall conduct hearings at mutually agreeable locations as may be necessary to determine the facts in the grievance.
2. The decision of the arbitrator shall be rendered in writing within thirty (30) calendar days of the close of the hearing. Said decision shall be final, conclusive, and binding upon the parties.

(b) Expenses of Arbitration:

1. Each party shall pay its own expenses in connection with any such arbitration proceeding. Such expenses shall include the compensation and expenses of all persons appearing before the arbitrator on behalf of such party.
2. The compensation and expenses, if any, of the arbitrator and all other expenses of the arbitration shall be borne equally by the parties.

7.12 The arbitrator appointed as herein above provided shall not have any power to add to or subtract from or modify any of the terms of this

Agreement. The authority of such arbitrator shall be limited strictly to the determination of questions concerning the application or interpretation of one (1) or more of the specific provisions hereof.

7.13 The Company agrees not to discriminate against the Union or its members and not to discharge, demote, suspend, or lay off any employee except for just cause. In case of any disciplinary suspension or discharge, a Shop Steward or member of the Grievance Committee will be present and the Union Office will be immediately notified of this action. The Company will immediately contact the Union President or Vice President or Chief Steward in order to give them an opportunity if they so desire to discuss the suspension with the Labor Relations Manager in the presence of the suspended employee. An employee whose action appears to necessitate his/her discharge shall first be suspended subject to discharge and so be informed. If no request for grievance procedure is made within seven (7) days, the action taken by the Company shall become final.

If, as a result of the grievance procedure it be found that the action taken by the Company was not warranted, or too severe, then there shall be substituted for the action taken by the Company, such action as is found to be proper as a result of the grievance procedure.

7.14 Grievances should be presented promptly. Grievances for which shorter periods are not specified herein for presentation, must be presented within 30 days, excluding Saturdays, Sundays, or holidays, after they arise, except those affecting the accuracy of the continuous service record, of an employee. Such correction of a service record, however, will not affect the the employee's rate, classification, or working conditions retroactively.

7.15 Decisions on grievances will be put into effect without delay unless such delay is mutually agreed to by both parties.

## ARTICLE VIII—SENIORITY

8.1 (a) The Company and the Union affirm that seniority is that principle of employment policy which recognizes the precedence of one employee over another, based on length of continuous service. They recognize, however, the difficulty in providing in this agreement for the application of this principle to all the various situations that may develop. However, it is agreed that the senior employee shall be considered at having preference in matters of layoff, recall, promotion, and transfer, providing always that the senior employee shall have the necessary qualifications as herein defined and shall be willing to perform the work in question.

(b) As used herein the term "qualifications" or "qualified" is intended to mean such factors relative to job performance as: physical fitness, skill and ability to learn the job within the trial period; license, where required; training and experience where necessary for entry into the job; and past work record with the Company including such items as attendance, safety, quality and quantity of work. In considering qualifications for jobs which require some direction of lower skilled employees, the ability to direct people shall also be considered.

8.2 The word "seniority" in this agreement accordingly refers to "plant wide seniority". Employees who are covered by any other

bargaining units shall have no seniority in the bargaining units covered by Local 143.

8.3 The Company shall continue the present practice of furnishing to the Union after the event, notice of transfer, employment, or severance of any employee covered by this agreement, except that in case of lay-off, other than temporary as hereinafter defined, a minimum of seven (7) calendar days advance notice will be given or five (5) days pay in lieu thereof provided he/she has one (1) or more years continuous service with the Company.

8.4 Any employee returning to the bargaining unit after having been transferred out of the bargaining unit will upon return to the unit have his/her seniority within the unit for purposes of transfer, promotion, or lay-off commence from the date of his/her return to the unit. Exceptions are as follows:

- (a) If an employee transferred out of the unit to a permanent job returns to the unit within three (3) months, his/her seniority shall be unbroken.
- (b) If an employee transfers to a job of temporary duration outside of the unit, his/her seniority on return to the unit shall be unbroken and the employee shall be returned to his/her former status. An employee may transfer no more than three (3) times for a total of

six (6) months in any twelve (12) month period.

8.5 Seniority of employees shall be one of the governing factors in connection with shift assignments or temporary transfers subject to their qualification.

- (a) It is the intent of the Company when making temporary assignments to another classification to offer the assignment in seniority order to those available employees who are qualified.

8.6 The Company will post in each department a seniority and overtime list. This overtime list will include all employees regardless of shift worked.

8.7 Any experience on temporary assignment documented by skill blocks will be counted towards qualifications for that job. However, no employee shall be permanently assigned to a vacancy solely because he/she has previously performed the job in question as the result of a temporary assignment thereto. Thus, an employee who is out sick cannot be displaced by a senior employee who may temporarily be assigned to his/her job, so long as the qualifications of the employee replacing him/her result principally from experience gained during the temporary assignment.

8.8 An employee temporarily assigned to a job or replacing another employee on a leave of absence, vacation, Virus Production, or working on a job of known duration (3 months or less) returns to his/her former status when the need for the assignment, leave of absence, vacation replacement, Virus Production, or known duration job (3 months or less) no longer exists.

8.9 If the need for overtime is not covered by the normal overtime list by hours, and no volunteer is obtained, then the junior qualified employee on the seniority list in the classification, on the shift, shall be required to work the overtime.

- (a) No such junior qualified employee will be required to work more than two consecutive 16 hour days provided there are other junior qualified employees available to perform the work.

## ARTICLE IX—PROMOTION AND CHANGE OF JOB

9.1 All promotions and all changes of jobs due to bidding or layoff shall be probationary for ten (10) weeks. The employee shall be entitled to a trial period of at least three (3) weeks. The employee may during the first three (3) weeks of the probationary period return to former status if the employee so chooses.

9.2 (a) All newly hired employees shall receive the appropriate starting rate of pay for the job into which they are hired.

(b) Employees achieving six (6) weeks of employment shall receive the eight (8) week rate of the job they hold as of that date.

(c) An employee who transfers to a progression job shall receive the appropriate rate of pay noted in (d) and (e) below for that job in the progression for which he or she is qualified.

(d) An employee who is on the eight (8) week rate of a job shall upon transfer to a new job receive the eight (8) week rate of the new job.

(e) An employee who is on the maximum rate of a job shall upon transfer to a new job receive the following rate as appropriate:

- (1) Eight (8) week rate.
  - (i) Transferred to a job of equal or lower labor grade (non-basic job).
  - (ii) Transferred to a job two (2) or more labor grades higher.

(2) Maximum rate.

- (i) Transferred to a basic job of equal or lower labor grade.
- (ii) Transferred to a job one labor grade higher.

(f) If the employee's new rate is equal or lower than his/her old rate, the employee will be moved to the maximum of that labor grade after a six (6) week period. Thereafter, the employee will follow the limitations established in the Contract and the Classification Definitions.

9.3 An employee that is the successful bidder on a job the employee previously held will receive the rate of the current classification at the step in the wage progression previously attained.

9.4 Selection, subject to physical qualifications, will be on a basis of plant wide seniority in job bidding and in the cases of employees laid off from their job under 10.1 for the classification listed:

Animal Attendant  
Aseptic Cleaner  
Assistant Laboratory Worker  
Building Service Worker  
Senior Building Service Worker  
Delivery Worker  
Laboratory Service Worker  
Lead Lab Service Worker  
Lab Worker  
Maintenance Laborer

Printing Finisher  
Sandblaster  
Stock Handler  
Storage Worker  
Supplier  
Tablet Inspector  
Utility Worker Lab Service

9.5 (a) Unless otherwise agreed to in writing by the Company and the Union, employees who have bid successfully into a lateral or lower rated position will be restricted from further lateral or downward bidding for a period of twelve (12) months and upward bidding for a period of six (6) months. Employees who have bid up successfully will be restricted from lateral or downward bidding for a period of six (6) months, with the exception of shift changes within the employee's department.

(b) Employees who bid on a temporary position will be allowed to exercise their bidding rights should a permanent position be posted in that classification.

(c) Employees who have bid on a temporary job may not bid on another temporary job until they have first returned to their permanent job unless they were initially hired on a temporary job, or the temporary job they wish to bid on is in an equal or higher labor grade.

## ARTICLE X—LAYOFF (REDUCTION IN FORCE)

10.1 In case of layoff (reduction of force) in any department, the Union will be notified before the affected employee(s). The person in the department in the job and classification affected by the layoff who is latest on the official seniority list will be laid off first. However, at such time, unless the layoff is temporary (for not more than two (2) weeks), such person may exercise his/her seniority for jobs which he/she is qualified to fill. During periods in which employees are laid off from the plant they will be considered employees under this Contract in respect to all references to employees in a laid off status. Employees laid off shall be rehired in the order of their seniority for jobs which they are then qualified to fill and which are open, except that to avoid useless notifications, an employee so laid off who is willing to return only to specific jobs or shifts may so state on a signed statement to the Employment Manager (a copy of which will be forwarded by the Company to the Union), and recall for other jobs may then be omitted. Further, an employee so laid off who unreasonably refuses jobs offered may be terminated, and be so notified by the Company by mail, a copy of which notification will be forwarded to the Union.

(a) In cases of significant reductions in force (impacting at least fifty [50] positions or by mutual agreement between the Company and the Union) the person in the department in the job and classification affected by the layoff(s) who is most senior on the official seniority list will be laid off first following the provisions of this Article (X).

In addition to the provisions of this Article (X) the senior employee may elect to bump (paper bump) a less senior employee but remain in their current classification while business conditions permit. The Company may hold (paper bump) an employee effected by a layoff (reduction in force) in their current classification that has bumped a less senior employee while business conditions permit. A less senior employee(s) that is bumped (paper bumped) will also remain in their current classification and bump in accordance with their seniority level.

10.2 Any employee laid off from the plant for lack of work shall retain his/her seniority for a period equal to their length of continuous service at the time of layoff for a period of not less than two (2) years and up to a maximum of ten (10) years, unless he/she fails to reply within ten (10) days after notice is sent to his/her last known address and the Union Office that a job is open, unless there are extenuating circumstances satisfactory to both the Company and the Union. However, laid off employees must register in

person at the Personnel Office each year within five (5) days before the expiration of each such twelve (12) month period from the time of layoff. Failure to register will automatically terminate the employee's seniority rights. No new employees shall be engaged while qualified employees are still laid off and have not had an opportunity to return to work as herein above provided, except when the need for employees is urgent, (in which case an employee so hired may be displaced by an employee returning to work in accordance with the provisions of this article).

- (a) If temporary work (apparently for two (2) weeks or less) develops which laid off employees are qualified to perform, they may refuse to return for it without affecting their seniority.
- (b) Likewise, if the need to get the temporary work done is urgent, while reasonable effort will be made by the Company to obtain qualified laid off employees in order of their seniority, employees may be rehired as they are found to be available. Employees so hired, if out of order of seniority, may be displaced by senior qualified employees who have not refused the work, if the work continues more than two (2) weeks.

10.3 Bumping and Layoff Procedures All Employees. The Company and the Union have agreed to the following:

1. Notification of job elimination will be sent to the Manager of Labor Relations, Employment Office, Union and the employee.
2. Employee's file is reviewed by the Employment Office.
3. Employee remains in his/her classification until contacted by Employment Office for review of bumping options.
4. Any employee with contractual seniority of two (2) years or less, whose jobs have been eliminated or who are bumped may only execute his/her bumping rights into a **BASIC JOB** or vacancy as qualified.
5. Any employee, with two (2) years or less **contractual seniority**, who exercised his/her bumping rights **is not protected** in the position in which they bumped.
6. The eligible employee reviews the list of open positions and other positions for which the employee is qualified (exclusive of "Basic" jobs). If an employee is not eligible for the entry level of a job family or higher, the employee will bump the least senior "Basic" job holder, regardless of shift or department. There will be no interviews for "Basic" jobs.
7. Employees will choose three (3) positions from the list for

interviews as appropriate. Interviews and selection decisions will be made within five (5) business days. In cases where the most senior employee(s) is laid off first pursuant to Article 10.1(a) the Company may extend the interviews and selection decision(s) beyond five (5) business days.

8. Bumping will be based on seniority and qualifications. An employee will not be disqualified from bumping into a position based solely upon an interview record for performance in his/her personnel folder. Under the 20% rule, prior experience in a position is waived except for maintenance craft employees as indicated in Article II, Section 2.4. Employees bumping into a department will enter at the entry level for the classification until the employee satisfies all assessments of the job classification/level.

**One bump.** Employees may only bump into a single classification when in "bumping" status. During bumping an employee can opt out of a job within the first three weeks, at which time the employee will be moved into a "Basic" job position. Should an employee not complete the ten (10) week proba-



tionary period, they will be moved into a "Basic" job position. The employee may not bump into another classification for the period of one (1) year.

**20% Rule.** Any employee who has held a bumped position for the probationary period (10 weeks) may not be bumped from that position for a period of six (6) months from start of that job. No more than 20% of the employees within any classification, in any department, on any shift will have less than six (6) months experience on the job. An employee who is unable to bump into a classification due to the 20% threshold must accept the position of the least senior person holding a "Basic" job. When the selected department no longer exceeds the 20% threshold, the affected employee will be given his/her bumping rights into the department. The 20% Rules does not apply to "Basic" jobs. "Basic" jobs will be defined and listed as those jobs that do not critically impact an operation. A list of "Basic" jobs will be provided to the Union.

9. If an employee rejects all jobs offered from his/her list of three

interviews, the employee will be offered a position into a "Basic" job or layoff depending on seniority. Bumped employees placed on layoff either by choice or seniority must sign a "Laid Off Employee Option Form" prior to being laid off.

10. The Company and the Union have agreed that the "Laboratory Service-Aseptic Cleaning" will be entered into the "Basic" job classification. Because of the critical GMP nature of this position, bumping will be limited to no greater than 20% of the positions per month.
11. The Company and the Union have agreed that, because of the critical USDA and GLP nature of the "Animal Attendant" position, bumping into this position will be limited to no greater than 30% of the positions per four month period.
12. The following departments will have the 20% rule but with a 12 month protection from bumping:

Solvent Recovery - Dept. 503  
WLVP Department 421 - Setup Workers  
WLVP Departments 445, 476 and 477 TAB &  
Operator classifications

Should future assessments indicate a shorter time frame the parties will review as appropriate.

## ARTICLE XI—LEAVES OF ABSENCE

11.1 The Company agrees to give leave of absence for illness without affecting the employee's service continuity, up to two years and six months. At the expiration of this time he/she will be considered resigned, unless it is agreed by the Company and the Union to continue his/her seniority. Such extensions for leaves for illness must be renewed quarterly by notice and approval of the Manager, Labor Relations. Employees having less than six (6) months service in the Plant may at the end of their leave be placed in jobs other than the one they previously held. A position vacated for six (6) months due to an absence in accordance with this article will be filled on a permanent basis. An employee who returns to work from medical leave of absence after six (6) months will return to work in accordance with the bumping procedure (Article 10.3).

11.2 The Company agrees to give consideration to each request for leave of absence for other valid reasons and to grant such other requests as, in the opinion of the Company, may be consistent with business requirements, for periods not to exceed three months. Such authorized leaves, including any extensions that may be authorized, will not affect the employee's absentee record for the purpose of disciplinary action. When taking a personal

leave of absence, employees may retain up to ten (10) days of vacation entitlement, if any.

11.3 Employees who leave the Company to enter military service will be entitled to all rights guaranteed them under existing applicable federal legislation.

- (a) Employees who have left the Company to enter military service under the Selective Service Act of 1940, before April 1, 1947, or under the Selective Service Act of 1948 after June 24, 1948, will maintain their seniority as though they are honorably discharged and return to Company employ within ninety (90) days thereafter.

## **ARTICLE XII— UNION STEWARDS AND GRIEVANCE COMMITTEE**

12.1 Union Steward and Grievance Committee seniority shall be interpreted by both parties in accordance with the National Labor Relations Act and current case law.

12.2 Union Stewards must be employees of the Company and the total number of Stewards must not exceed the ratio of one (1) Steward for every twenty-five (25) employees in the bargaining unit.

12.3 After a reduction in force in a department or rescheduling of shifts in a department, the Union agrees within a reasonable period of time to reduce the number of Stewards in proportion to the reduction of force or shift assignment. This in no way takes away the Union's right to assign Stewards in accordance with the Contract.

12.4 The Union will immediately notify the Labor Relations Manager of any change of officers, grievance committee members or shop stewards. Effective date of such change will be date of notification.

## **ARTICLE XIII— JOB REGISTRATION AND POSTING**

13.1 All job vacancies in new and existing classifications within the scope of the bargaining unit shall be posted on bulletin boards near entrance gates for at least three full calendar days excluding Saturdays, Sundays, and holidays except the following:

- (a) Temporary job vacancies, such as vacation relief not exceeding five (5) weeks, or assignments not to continue more than three (3) weeks.
- (b) Reclassifications resulting from reevaluation of a job provided employee has been in said job at least six (6) months and has two (2) years in the plant.
- (c) Promotions in the normal line of progression from Helper Apprentice to D Craft Mechanic and from Assistant Laboratory Worker to Technical Assistant B when a vacancy does not occur.
- (d) Employees on jobs which are discontinued and re-established within three (3) months who have been laid off or bumped as a result of discontinuance will be returned to their jobs in the pharmaceutical and packaging areas based on their classification, and their job preference. All other employees are returned to

their jobs based on their departments, classification and shift preference.

13.2 A copy of each notice posted will be deposited by the Company in the Union Mail Box at the time of posting. The Company will notify the Union Office of all bidders and their seniority, and to whom the posted job is awarded.

13.3 All bids received in writing by the Employment Office for jobs so posted shall be considered before permanent appointment is made, and appointment will be made therefrom subject only to qualifications and seniority, as outlined in Article VIII, Section 8.1(a) and (b). All employees senior to the selected employee shall have been interviewed and advised of the reason for selection. Any employee junior to the selected employee may if he/she desires request an interview to discuss the reason for selection.

13.4 Nothing in this article shall be construed to prevent temporary appointment of employees when the need is urgent, employees so appointed being subject to displacement by senior qualified bidders.

13.5 The Company agrees to effect transfers for successful bidders on posted jobs as soon possible. Successful bidders can expect to be transferred to their new jobs within from one to fifteen days.

13.6 All jobs vacancies will be filled in this order:

- (a) Bids resulting from job posting as provided in 13.1.
- (b) New hires.

#### **ARTICLE XIV—PROBATIONARY PERIOD FOR NEW EMPLOYEES**

14.1 All new employees shall serve a probationary period of twelve (12) weeks. No new employee may bid on a posted job until employed for one (1) year.

14.2 During this period the Company may, at its option, lay off or dismiss such employees without regard to the provisions of this agreement.

14.3 If an employee satisfactorily completes his/her probationary period, his/her rights under this agreement shall be governed by the date of employment.

14.4 All new employees will serve their probationary period within the bargaining unit, and will not be transferred or assigned outside the bargaining unit.

#### **ARTICLE XV—WAGES**

15.1 The Labor Grades and Wage Schedules shown in Exhibits A-F which are attached hereto and made a part of this Agreement shall be effective in January 16, 2002 and all dates indicated there after and shall remain in full force and effect for the remainder of the life of this agreement.

15.2 In cases of temporary assignment to work carrying a different classification:

- (a) For jobs carrying a higher rate of pay, such higher rate shall be paid for full day worked if two (2) or more hours are worked in the higher rated job. When such jobs are not single rate jobs, such "higher rate of pay" will be the rate which would be paid the employee if he/she was promoted to it.
- (b) For jobs carrying a lower rate of pay, such lower rate of pay applicable to such other job shall not apply.
- (c) Employees normally work within their classification. However, employees are expected to perform any assigned work for which they are qualified by such training or experience as is necessary for the assignment. If an employee is given an unsafe or improper assignment, he/she may take the matter up as a grievance

(immediately, if safety is involved). Such assignment shall not be made or used as a disciplinary measure.

- (d) If, through the grievance procedure the Company is found to owe the employee back pay for a higher rated job, such pay will commence as of the date of the grievance.

15.3 New classifications and rates, to provide for new jobs or changes in job content within the unit, may be established by the Company at any time, subject to review by the grievance procedure. Such grievances so far as rates are involved, can be concerned only with consistency of such rates with the general rate structure. Such new classifications and rates will be discussed with the Union before being put into effect. In any event the Union will be notified within a week of the date a change is approved by the President or his/her designated representative. Such changes will be considered temporary for their working days after the Union will be notified within a week of the date a change is approved by the President or his/her designated representative. Such changes will be considered temporary for thirty working days after the Union is notified. If no grievance is filed within ten days after the expiration of the thirty (30) day period, they will be considered permanent. On the other hand, if as a result of such grievance, any adjustment is made, it will

be effective from the time an employee was assigned to the job but not to exceed thirty days before approval by the President or his/her designated representative.

## ARTICLE XVI—OVERTIME, PREMIUM

16.1 There shall be a regular schedule of hours daily and weekly. The normal week will be from Sunday midnight to Sunday midnight. Normal work day will be from midnight to midnight.

16.2 Five (5) days work shall constitute a week's work and will be scheduled Monday through Friday as far as efficient operations permit.

16.3 Eight (8) hours shall constitute a day's work. The eight (8) hours each day shall be worked consecutively except for lunch of one (1) hour or less provided at approximately the middle of the shift.

16.4 Where production requirements permit, scheduled days off will be consecutive.

16.5 Overtime or premium rate will be paid as follows:

- (a) Time and one-half for all work performed in excess of eight (8) hours in any one work day.
- (b) If an employee is called in on his/her day off he/she will be paid time and one-half for hours worked on that day with the equivalent of 4 hours straight time as a minimum providing that

he/she works his/her regular five day scheduled week. Employees losing any days of their regular five day scheduled week will only be paid at the rate of time and one-quarter for hours worked on their first scheduled day off. If the employee works on his/her first scheduled day off and is called in on their second day off, he/she will be paid at the rate of time and one-half for all hours worked in their second day off. In both cases, the employee will receive and equivalent of 4 hours straight time as a minimum.

- (c) Time and one-half for the sixth day worked in the scheduled work week.
- (d) Double time for the seventh day worked in the scheduled work week.
- (e) Premium rate will not be paid more than once for the same hours worked and will not be pyramided.
- (f) No employee will be required to take time off during any week in order to offset overtime previously worked during that same week except as provided in 16.9.
- (g) If an employee works two (2) or more hours in a work day it will be considered as a day worked in the computation of the sixth and seventh consecutive day worked in a work week.

16.6 Any employee required to work a shift other than the regular first (daytime) shift shall receive seventy (\$.70) cents differential per hour for the third shift and forty (\$.40) cents differential per hour for the second shift.

16.7 The third shift shall be any eight (8) hour shift starting at or after 10:00 P.M. The first shift shall be any eight (8) hour shift of which the eight working hours fall between 6:00 A.M. and 6:00 P.M., inclusive. The second shift shall be any eight (8) hour shift starting before 10:00 P.M.

16.8 An employee working overtime immediately before or after his/her regularly assigned shift receives, for such overtime hours worked, the differential, if any, applicable to his/her regular shift, and not the differential, if any, applicable to the shift into which his/her overtime hours extend.

16.9 Any employee working overtime may be required to take time off from his/her regular scheduled day if there is less than five (5) hours interval between the completion of the overtime and the scheduled time for starting work.

16.10 Time not worked in any scheduled work week because of death in family, jury duty, vacation, sick days, holidays (if regularly scheduled work day) or lay-offs (except those

resulting from discipline cases) occasioned by the employer shall be counted as days worked in computing the sixth and seventh day worked.

Time lost where an employee is excused by the Medical Department for an occupational injury will also be so counted.

16.11 Employees are expected to work a reasonable amount of overtime if conditions necessitate. Effort will be made so to arrange such overtime as to avoid undue hardships on any individual, and to distribute such overtime as has to be worked as equitably as possible among the qualified employees in the department who would normally perform the work if it were done during regular work hours. Records of overtime distribution shall be made available to Shop Stewards upon request.

16.12 If an employee continues to work two (2) hours following a scheduled eight (8) hour day, he/she will be allowed \$4.00 meal allowance or a meal in lieu thereof, and similar allowance will be made at subsequent intervals of four (4) hours following the expiration of the two (2) hours, referred to, to the extent continuing work by him/her is needed. The meal allowance is not taxable and will be included in the employee's paycheck. Emergency situations will be handled by the employee's supervisor.



Meal periods will be without pay unless the employee is on continuous production work of a type for which the regular schedule would include a paid lunch period.

#### **ARTICLE XVII—REPORTING PAY AND EMERGENCY CALLS**

17.1 Any employee reporting for work in accordance with his/her established schedule and not having been notified not to report, or any employee reporting to work at the request of the Company, if sent home, will be paid a minimum of four hours straight time. It is understood that even though the employee's regular work may not be available, the Company may assign him to any other available work for which he/she is qualified instead of sending him/her home.

17.2 In case it is necessary to change scheduled hours of work for any employee, forty-eight hours advance notice will be given the employee where practicable. Effort will be made to avoid undue hardship on any individual in connection with such changes and to advise the employees affected of the necessity therefor in advance. If undue hardship appears to exist, the matter may be taken up through the grievance procedure.

17.3 Any employee working outside his/her regularly scheduled hours shall be paid in the following manner:

- (a) Time immediately preceding the employee's regularly scheduled work hour will be paid the minimum equivalent of two (2) hours at straight time.

- (b) Time actually worked immediately following the employee's regularly scheduled work hours will be paid in accordance with the provisions of this Agreement.

17.4 Emergency work is defined as any work outside an employee's regular scheduled shift for which he/she is called in without having been notified before punching out at the completion of the shift.

- (a) Time and one-half (1 1/2) shall be paid for all time worked unless a higher premium is applicable under another provision of this Agreement.
- (b) In addition two (2) hours travel pay at the employee's straight time rate will be allowed unless the work runs into the employee's next regular work shift in which case only one (1) hour pay will be allowed.

In any case a minimum of five (5) hours straight time pay including travel allowance will be paid.

#### ARTICLE XVIII—HOLIDAYS AND HOLIDAYS PAY

18.1 The following holidays will be observed - New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any of these holidays falling on Saturday will be observed on the preceding Friday, and any of these holidays falling on Sunday will be observed on the Monday following. In addition to the above, two (2) floating holidays will also be observed, the dates of which will be determined on or before March 31st in the year in which the holidays are to be observed. The Company shall determine the dates of these holidays; however, an effort will be made to select dates which are satisfactory to both parties. The Company and the Union will meet to discuss the dates of the above holidays prior to November 15th of the preceding year. Holiday as used herein refers to the day on which the legal holiday is observed except for holidays falling on Saturday and Sunday as outlined above. Employees will also be granted one (1) day as his/her birthday holiday during the week in which it falls. If the birthday falls on Saturday or Sunday, the employee may elect to take the day during the previous week or the following week. The birthday holiday must be scheduled a minimum of forty-eight (48) hours in advance.

18.2 Each employee will be paid eight hours straight time for these eleven holidays providing:

- (a) Employee works the day preceding and the day following the holiday if those days are his/her scheduled work days unless excused by his/her Supervisor and so indicated on his/her electronic time record, or unless sent home by the Plant Physician, or unless he/she is absent due to personal illness or injury qualifying him/her for Group Insurance or Workman's Compensation Insurance payments in which case he/she will receive holiday pay for holidays observed within thirty days of the beginning of his/her absence. Application for pay for holidays occurring during such absence not routinely received should be made to the Paymaster through the employee's Supervisor.
- (b) Employee does not fail to work after being notified to work. (Posting in the department during working hours of the regularly scheduled work day for the individual involved preceding the holiday or earlier, of the names of employees required to work on the holiday will be considered notification.)

18.3 For purpose of pay computation, a holiday shall be considered as a twenty-four (24) hour period between midnight and midnight of the holiday. Employees who work on a holiday shall be paid time and one-half of the first eight (8) hours worked in addition to their holiday pay. All hours worked in excess of eight (8) hours in the holiday period will be paid at the rate of double time and one-half.

18.4 Any shift of which the major part falls within the holiday will be considered a holiday shift. The holiday eve shift to which the half holidays preceding Christmas and New Year's are applied is the shift of which the major part falls within the day before Christmas or New Year's; unless Christmas or New Year's is observed on Monday when the day involved is the Friday preceding.

18.5 Saturday premium will not be included in holiday allowance.

- (a) Shift premium will be included in holiday allowance.

18.6 In the event it is necessary to operate any or all departments on any of the above holidays, the Union recognizes the obligation of employees to comply with such requirements. The Company will give adequate notice.

18.7 When Christmas or New Year's Day is observed on any day of the week Tuesday to Friday, inclusive, the Laboratories will close at noon on the day previous as far as operations permit. In addition, when Christmas or New Year's Day is observed on Monday, the Laboratories will close similarly at noon on the Friday preceding. Employees who are scheduled to work on any shift on such days when the Laboratories are thus closed for the half (1/2) day, will be released from the last four (4) hours of their eight (8) hour work day as far as practicable and will be paid at straight time for those four (4) hours unless they are scheduled to work all or part of such days and fail to do so. Employees who are not scheduled to work on such days will also be paid four (4) hours pay at straight time for such half (1/2) days as the Laboratories are closed. If employees are required to work all or part of this last four (4) hours of a scheduled eight (8) hour work day, they will be paid time and one-half additional for the time so worked.

#### ARTICLE XIX—COMPENSATION OF INJURIES DURING WAITING PERIOD

19.1 In case of a lost time compensable injury to an employee (not arising from a condition peculiar to the Company which is otherwise provided for—see 19.2) incurred in the performance of his/her duties and not caused by his/her own fault, compensation at the rate provided by the New York State Workman's Compensation Law will be paid for the waiting period, not including the day of the accident (which is also otherwise provided for) to the extent it is not later covered by compensation payment.

19.2 Time lost as a result of an occupational injury, up to five days and resulting from a condition peculiar to the work of this plant, such as reactions from inoculations required by the Laboratories, and confirmed by the Plant Physician, is paid by the Company to the extent it is not paid by compensation insurance.

## ARTICLE XX—DEATH IN THE FAMILY

20.1 In the event of death of a member of any employee's immediate family, an employee will be permitted to take off three (3) days he/she would have been scheduled to work during the period fourteen (14) days from the day of death and will be paid eight (8) hours straight time hourly earnings for each day of absence. Immediate family is defined as father, mother, brother, sister, husband, wife, children, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-children, step-brother, step-sister, or grandparents of employee or spouse whether or not living with the employee, or other blood relative if residing with the employee.

- (a) In the event of death of an employee's brother-in-law or sister-in-law an employee will be permitted to take off one (1) day he would have been scheduled to work during the period fourteen (14) days from the day of death and will be paid eight (8) hours straight time hourly earnings.

## ARTICLE XXI-VACATIONS

21.1 A vacation in any calendar year shall be based on hours worked during the preceding calendar year (i.e., January 1 to December 31 inclusive) except in the case of a new employee as specifically provided in paragraph 21.5.

21.2 Employees must be actively at work in the current calendar year and must take the vacation due in that calendar year during that calendar year, it cannot be carried over, in whole or in part, to the following calendar year except as provided in paragraph 21.4(f).

Employees who have qualified in preceding calendar year for vacation benefits, and who have not taken such vacation, and who are on extended absence due to illness or compensable injury as of December 15, shall receive a cash vacation allowance determined by the time worked during the preceding calendar year.

21.3 Except for new employees during their first twelve (12) months of employment, vacation eligibility for any year shall be determined as of January 1 of that year, and shall depend on the number of hours worked during the preceding calendar year i.e.:

- (a) If an employee actually worked one thousand and forty (1040) or more hours in such preceding calendar year, the employee shall be eligible for the

vacation specified in paragraph 21.4 of his/her length of service.

- (b) If an employee actually worked less than one thousand and forty (1040) hours, but more than five hundred and twenty (520) hours in such preceding calendar year, the employee shall be eligible for one half the vacation specified in paragraph 21.4 of his/her length of service.
- (c) If an employee actually worked less than five hundred and twenty (520) hours in such preceding calendar year, the employee shall not be eligible for any vacation.
- (d) Absence from work due to personal illness or compensable injury which would entitle the employee to Group Insurance or Workman's Compensation will be considered as time worked up to a maximum total of nine (9) weeks.

21.4 Subject to the provisions of paragraph 21.3 and 21.5 concerning work requirements for vacation eligibility, the length of vacations shall be as follows:

- (a) Each employee who completes one (1) or more years of continuous service, up to two (2) years in any calendar year, shall, upon completion of such service, be eligible for a vacation such year of one (1) week with pay.

- (b) Each employee who completes two (2) or more years of continuous service up to five (5) years in any calendar year shall, be eligible for a vacation such year of two (2) weeks with pay.
- (c) Each employee who completes five (5) or more years of continuous service up to ten (10) years in any calendar year, shall be eligible for a vacation in such year of three (3) weeks with pay.
- (d) Each employee who completes ten (10) or more years of continuous service up to twenty (20) years in any calendar year, shall be eligible for a vacation in such year of four (4) weeks with pay.
- (e) Each employee who completes twenty (20) or more years of continuous service shall be eligible for a vacation in such year of five (5) weeks with pay.
- (f) During each calendar year in which an employee will have attained twenty-five (25) or more years of continuous service, he/she will be permitted to defer either one (1) or two (2) full weeks of vacation to the following calendar year.

21.5 In the case of a new employee hired during any calendar year, the amount of vacation for which he/she is eligible in the following calendar year is dependent on the number of

hours worked during the first full twelve (12) months of employment, measured from the date of hiring, to the following extent:

- (a) If the employee actually worked one thousand and forty (1040) or more hours during such twelve (12) month period, he/she shall be eligible for a vacation of one (1) week with pay.
- (b) If any employee actually worked less than one thousand and forty (1040) hours during such period he/she shall not be eligible for a vacation.

21.6 Continuous service as used herein refers to unbroken seniority. Vacations will be considered as time worked. Full weeks of layoff in excess of four (4) are not considered time worked.

- (a) The continuous service of an employee who terminates employment with the Company and who is subsequently reemployed by the Company, shall have continuous service restored for vacation purposes, in conformance with existing Company policy regarding continuous service.

21.7 When an employee returns to the employ of the Company after service in the Armed Forces of the United States in accordance with the provisions of 11.3, the period of such service will be included in the continuous service referred to

herein. If he/she has thus had at least a year's continuous service, he/she will be entitled to a vacation in the year he/she returns based on the number of hours actually worked at the Company from January 1st previous to entering military service to the date of beginning his/her vacation with a maximum of twenty-five, twenty, fifteen, ten or five days as may be applicable. Those employees who return from military service but who have less than one (1) year of continuous service will, in the year that they return, be given credit for time worked from the date of hire to the date of beginning his/her vacation.

21.8 Vacation pay will include shift differential and may be drawn on the pay day in advance of the vacation by giving the Department Head notice two (2) weeks in advance of the time the vacation is to start.

21.9 A week of vacation pay shall be computed by dividing the actual hours worked by the employee in the previous calendar year ending December 31 by fifty-two (52) and multiplying the resultant average by the employee's straight time rate at the time the employee's vacation is taken, but in no case will less than forty (40) hours or more than forty-eight (48) hours be paid. An employee will receive all of the higher average pay, if applicable, in his/her first vacation check of each year and will be paid forty (40) hours for each remaining vacation week if any.

21.10 If a holiday falls within an employee's vacation, such employee shall receive an extra day of vacation at straight time in addition to his/her vacation pay, provided, however, that no such holiday pay shall be given in addition to vacation pay provided for in paragraphs 21.13 and 21.14.

21.11 Vacations may be scheduled at any time throughout the calendar year, subject to restrictions in this Article. The Company shall determine the precise period of each employee's vacation but an effort shall be made to select a period which is satisfactory to the employees involved. Where conflicts occur on vacation dates requested by employees, preference will be given to employees with the greatest plant seniority. However, the Company may if operating conditions justify in its opinion, so schedule vacations as to permit shutting down all or part of the plant for the vacation period. In which case, however, the Company will give the employees as much advance notice as is feasible and will notify the Union in writing so as to provide opportunity for discussion between the Union and the Company.

21.12 Vacation should ordinarily be taken in units of a week. However, single day vacations may be requested subject to Article 21.11. Vacation time does count as time worked in computing overtime. In those cases where a holiday falls within an employee's vacation,

(paragraph 21.10) the extra vacation day shall count as a day worked in computing sixth and/or seventh day.

21.13 If an employee becomes eligible for a vacation in any calendar year and leaves the service of the Company for any reason during that year, after a minimum of one year's service and before taking such vacation, he/she shall be paid at the time of termination for such vacation as he/she is then eligible for.

21.14 An employee who is laid off or retires after he/she has become eligible for his/her vacation shall, at the time he/she is laid off or retires, receive proportional vacation pay on the following basis:

- (a) If the employee is eligible for five (5) weeks vacation in accordance with paragraph 21.4, he/she shall be paid two and one-half days vacation (twenty (20) hours) for each 104 hours actually worked since the January 1st preceding his/her layoff, up to a maximum of five (5) weeks.
- (b) If the employee is eligible for four (4) weeks vacation in accordance with paragraph 21.4, he/she shall be paid two (2) days vacation (sixteen (16) hours) for each 104 hours actually worked since January 1st preceding his/her layoff, up to a maximum of four (4) weeks.



- (c) If the employee is eligible for three (3) weeks vacation in accordance - with paragraph 21.4, he/she shall be paid for one and one-half days vacation (twelve (12) hours) for each 104 hours actually worked since the January 1st preceding his/her layoff, up to a maximum of three (3) weeks.
- (d) If the employee is eligible for two (2) weeks vacation in accordance with paragraph 21.4, he/she shall be paid for one (1) days vacation (eight (8) hours) for each 104 hours actually - worked since the January 1st preceding his/her layoff up to a maximum of two (2) weeks.
- (e) If the employee is eligible for one (1) week's vacation in accordance with paragraph 21.4, he/she shall be paid for one-half day's vacation (four (4) hours) up to a maximum of one (1) week, as follows:
  - 1. For each 104 hours worked since the date on which he/she completed one (1) full year of continuous service if the employee has not become eligible for his/her second vacation.
  - 2. For each 104 hours worked since the January 1st preceding his/her layoff if the employee has become eligible for his/her second vacation.

- (f) If the employee has not completed one (1) full year of continuous service, he/she shall not be eligible for any proportional vacation pay upon layoff.

21.15 An employee who is laid off and receives proportional vacation pay as above provided and who later returns to work will, in the next calendar year, receive additional vacation time allowance, if any, to which he/she may then be entitled at his/her then rate of pay.

21.16 The provisions of paragraph 21.14 and 21.15 apply only to layoffs and retirements and not to resignation, discharges or any other type of termination.

21.17 An employee who is on long term disability or absent from work as a result of a lost time compensable injury, who has met the vacation eligibility requirement by having worked one thousand forty (1040) or more hours the previous year, and is not expected to return to work in the current year, will receive vacation pay when requested.

21.18 Employees will be permitted to combine the last weeks of a year with the first weeks of the new year provided that they worked the last scheduled workday and subject to the provisions of paragraph 21.11.

## ARTICLE XXII—JURY DUTY

22.1 Employees who lose time from their scheduled five day work week due to serving on Federal, State, County or Local Court juries, shall be paid by the Company for each day of such jury duty, up to a maximum of twenty (20) days in any one calendar year, subject to the following:

- (a) An employee scheduled to work the second shift and dismissed by the court prior to noon, will be expected to work his/her regular shift and will be compensated only for time actually worked.
- (b) An employee scheduled to work the third shift and required to report for jury duty on the day the shift ends will be excused from the shift.

22.2 Each such employee, in order to receive payment from the Company, must furnish to the Company a certificate of service signed by the Clerk of the Court.

## ARTICLE XXIII—PHYSICAL EXAMINATION

23.1 The employee will receive at least once a year a physical examination by a Medical Examiner of the employee's choice. The results of such examination will be given to the Company and, if desired, to the individual or individual's family doctor.

23.2 (a) When an employee cannot perform his/her job because of a temporary medical restriction, and exercises his/her plant wide seniority for jobs they are qualified to fill, their job will be posted as a temporary job, and they will have the same right to that job if their restriction is removed, as if they were out on A&S or LTD.

(b) When it is agreed by both parties that an employee cannot perform his/her job because of a permanent medical restriction, and exercises his/her plant wide seniority for jobs they are qualified to fill, their job will be posted as a permanent job. They will have no right of recall to that job.

23.3 No prospective employee shall be accepted for employment nor for reemployment without passing a similar physical examination at the Company's expense when required by the Company.

23.4 Individual susceptibility of an employee to a condition in his/her work, which involves undue risk to him/her in the opinion of the Plant Physician, constitutes a physical disqualification for work involving that condition.

23.5 Differences arising out of a medical opinion between the Medical Director and the employee's doctor will be settled in the following manner:

- (a) The employee will provide the Medical Director a complete medical history of treatment including any and all diagnostic tests incurred during the absence.
- (b) The Company Medical Director will confer with the employee's doctor for clarification regarding the issue in question.
- (c) If the issue is a physical limitation, the employee will be directed to have a therapy provider who will evaluate his/her condition and perform a functional capacity examination. The results will be presented in writing to both parties for evaluation.
- (d) If the issue is not resolved through the steps above, a third party will be selected within thirty (30) days from a panel of five (5) physicians, submitted as two (2) from the Company and three (3) from the employee's doctor.

The employee representative will have the right to strike first. The selected physician will receive the medical history and all evaluations before making a final and binding determination on the issue.

23.6 If an employee has twenty-five (25) or more years of service, his/her hourly rate will not be reduced by more than five (5) labor grades.

#### **ARTICLE XXIV— WELFARE AND PENSION PLANS**

24.1 Effective January 1, 1996 bargaining unit employees will be covered by the AHPC Retirement Plan for Eligible Union Employees, and bargaining unit employees who are vested in the ACY Retirement Plan will have an accrued benefit as of December 31, 1995.

24.2 Group insurance benefits and a Long Term Disability Plan (LTD) will be provided for eligible bargaining unit employees through the American Home Products Employees' Group Insurance Program for eligible union employees and in the case of LTD through a voluntary employee paid plan.

#### **ARTICLE XXV—HEALTH AND SAFETY**

25.1 The Company agrees that it will conduct operations in a manner that provides a safe and healthful working environment, to inform employees of all known hazards, to provide instruction in safe job performance, and all necessary protective equipment. The Company will monitor the work environment and will communicate the results to the Union Health and Safety committee and to the employee upon request or when required. This will be implemented by proper planning, training, supervision and control of hazards. Complaints involving these matters may be brought up in accordance with the grievance procedure herein before outlined.

25.2 There shall be a joint Health and Safety Committee which shall be composed of four (4) representatives of management and four (4) representatives of the Union.

This joint committee will:

- (a) Meet at least once a month.
- (b) Make personal inspections of areas of the plant at least once each month.
- (c) Make recommendations for the correction of unsafe or harmful conditions and the elimination of both unsafe practices and unsafe conditions.

OTHER:

- (a) One member of the Union Health and Safety Committee will be permitted to

- accompany an O.S.H.A. representative in plant inspections without loss of pay.
- (b) O.S.H.A. 200 form log and survey will be made available to the Union by March 1st of each year.
  - (c) The list of raw materials submitted to the Union at the Union's request will be updated quarterly.

25.3 In the investigation of accidents where an employee suffers a loss of time and pay, the Shop Steward in the area wherein the accident occurred and one (1) Union Safety Committee Member shall be included in the investigation made by representatives of the company's Safety Department.

25.4 The Company requires monthly department safety meetings.

25.5 The Company will reimburse an employee for destruction of his/her safety shoes, provided such destruction is caused by an accident in the Plant, which is completely beyond the control of the employee and not attributed to negligence on his/her part.

25.6 Each employee will be entitled to purchase safety shoes for use on the job each year. The Company will reimburse the employee up to (\$100.00) on one pair of safety shoes per year.

## ARTICLE XXVI—WORKING SUPERVISORS

26.1 The following clause is not applicable in laboratory work since it is recognized by both the Company and the Union that in work of such nature the work performed by scientific supervision is necessary to maintain production, research and development.

Executive, supervisory, clerical and all other employees not covered by this contract other than those covered by the above paragraph will not perform work ordinarily performed by bargaining unit employees, except:

- (a) In emergencies.
- (b) For instructional purposes.
- (c) Testing, developing and starting new equipment or process.

26.2 Those instances in which the Company is in violation of Paragraph 26.1 will be brought to the attention of the Plant Manager by letter. Copies will also be forwarded to the Section Head, Manager of Labor Relations, the Supervisor involved and the Union.

#### ARTICLE XXVII—SICK PAY

27.1 Each employee who has satisfactorily completed his/her probationary period as provided for in Article XIV will be paid eight (8) hours at his/her base rate of pay for up to a maximum of five (5) days per calendar year for absences from work due to illness.

27.2 An employee must work one (1) full day in the calendar year to qualify for sick pay in that year.

27.3 Sick pay may be applied only in absences of a full day.

27.4 Sick pay for any day of absence for illness will not be paid in addition to Accident and Sickness Benefits as provided for in the Group Insurance Program for Eligible Union Employees, nor will it be paid in addition to any other payment for time not worked as provided for in this contract.

27.5 Sick leave days which are not used in the calendar year may not be carried over into the following calendar year. Any unused sick days in a calendar year will be paid to employees at calendar year end.

27.6 The application of payment for time lost due to illness as referred to in paragraphs 27.1 and 27.5 shall automatically be applied in case of

employee illness and the employee may not select the days for payment or elect not to be paid.

**ARTICLE XXVIII—NO STRIKE—NO  
LOCKOUT CLAUSE**

28.1 Since the procedures herein provide a means of peaceable settlement of all differences, disputes, complaints and grievances that may arise between them, it is agreed that the Union shall not authorize, encourage, or participate in any strike or slowdown; and the Company agrees that there shall be no lockouts during the term of the agreement.

In the event of an illegal, unauthorized or uncondoned strike, sit-down, slowdown, or willful interference with plant operation by an employee or employees in violation of the Agreement, the Company will not hold the Local Union No. 143 or its officers, or the International Union or its Officers financially responsible therefor but shall have the right to discipline or discharge any employees taking part in, or having any responsibility for, such violation and in so doing, shall follow the procedure for notice to and discussion with Union set forth in Article VII, Section 7.13.

28.2 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until the dispute, claim, grievance, or complaint, shall have been brought to the attention of the party

against whom it shall be made; and the said party, after actual notice of same, shall within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such a dispute, claim, grievance or complaint.

## ARTICLE XXIX—DURATION OF AGREEMENT

29.1 This Agreement shall be effective 12:00 midnight January 16, 2002 and shall continue in effect from year to year thereafter, subject, however, to the right of either party to terminate the same at 12:00 midnight on January 15, 2008 on not less than sixty (60) days notice in writing to the other on its intention to do so.

IN WITNESS HEREOF, each of the parties hereto have caused this Memorandum of Agreement to be duly executed on this 15th day of January 2002.

AMERICAN HOME  
PRODUCTS  
CORPORATION  
WYETH-AYERST  
LEDERLE

F. W. Jedliskowski  
James B. Rowan  
Bruce Miller  
Todd Spohn  
Robert Bracco  
Michael Dougherty  
Kenneth O'Brien

INTERNATIONAL  
CHEMICAL  
WORKERS UNION  
LOCAL 143

Kevin Puglia  
Michael G. Youhas  
C. Youhas  
Jeffrey A. Gathers  
Robert Banta  
Mark N. Reid  
Steven Hiltz  
William Youhas  
Gerry Lampkin  
  
Frank Cyphers  
Vice President Region 3  
ICWUC/UFCW

## LETTERS OF AGREEMENT

### Facilities Upkeep

General upkeep tasks will be performed by operating personnel to provide for the efficient and reliable operation/upkeep of equipment and/or facilities.

### Disciplinary and Letters of Commendation

As agreed in our recent negotiations, all disciplinary records (i.e.; Interviews Records, Warning Notices and Suspensions) and letters of commendation will be removed from an employee's personnel folder after five (5) years. Furthermore, all disciplinary records and letters of commendation will remain in the employee's traveling folder for a period of one (1) year.

### Third and Fourth Step Grievance Notification Procedure

As agreed to during our recent negotiations, the President or Vice President or Chief Steward of the Union will verbally set forth the Union's position on a grievance to the Company prior to bringing it to third or fourth step of the grievance procedure.

### Safety, Health and Industrial Hygiene

As a result of discussions during the recent negotiations, the Company agrees to the following:



Whenever, necessary, appropriate representatives of the Company agree to meet with the Union Safety Committee and the International Chemical Workers Union Industrial Hygienist to discuss specific questions involving safety, health and industrial hygiene.

#### Reporting of IH Sampling Date/OSHA Reportable Log

At the monthly Joint Health and Safety committee meeting the following information will be reviewed and discussed.

- (a) Injury statistics with emphasis placed on those injuries reportable on the OSHA Log.
- (b) Copies of the air and personnel sampling results involving hourly employees will be provided to the Union. These copies will not include the employee's name and badge number.

#### SCHEDULE "A" LABOR GRADES AND RATE SCHEDULE EFFECTIVE JANUARY 16, 2002

| Labor Grade | Start   | 6-8 Week | Maximum | Notations |
|-------------|---------|----------|---------|-----------|
| 1           | \$12.77 | \$13.29  | \$13.64 | 3-12 mos. |
| 2           | \$13.21 | \$13.61  | \$13.96 | " "       |
| 3           | \$13.77 | \$14.21  | \$14.50 | " "       |
| 4           | \$14.18 | \$14.52  | \$14.93 | 4-12 mos. |
| 4A          | \$14.47 | \$14.85  | \$15.26 | " "       |
| 5           | \$14.75 | \$15.18  | \$15.58 | 6-12 mos. |
| 6           | \$15.18 | \$15.61  | \$15.98 | " "       |
| 6A          | \$15.47 | \$15.92  | \$16.26 | " "       |
| 7           | \$15.75 | \$16.22  | \$16.54 | " "       |
| 7A          | \$15.99 | \$16.44  | \$16.78 | " "       |
| 8           | \$16.23 | \$16.66  | \$17.01 | " "       |
| 8A          | \$16.52 | \$16.92  | \$17.29 | " "       |
| 9           | \$16.80 | \$17.18  | \$17.57 | " "       |
| 10          | \$17.19 | \$17.64  | \$18.05 | " "       |
| 10A         | \$17.42 | \$17.85  | \$18.26 | " "       |
| 11          | \$17.64 | \$18.05  | \$18.46 | " "       |
| 12          | \$18.32 | \$18.72  | \$19.26 | " "       |
| 13          | \$18.83 | \$19.28  | \$19.71 | " "       |
| 14          | \$19.34 | \$19.79  | \$20.23 | " "       |
| 15          | \$19.87 | \$20.32  | \$20.78 | " "       |
| 15A         | \$20.14 | \$20.57  | \$21.06 | " "       |

**PRINTING RATE SCHEDULE  
EFFECTIVE JANUARY 16, 2002**

| <u>No</u> | <u>Job Classification</u>        | <u>Start</u> | <u>6-8 Week</u> | <u>Maximum</u> |
|-----------|----------------------------------|--------------|-----------------|----------------|
| 307       | Cutter & Binder I                | \$15.73      | \$16.22         | \$16.54        |
| 310       | Cutter & Binder II               | \$17.67      | \$18.08         | \$18.76        |
| 313       | Cutter & Binder III              | \$19.86      | \$20.33         | \$20.78        |
| 316       | Label Inspector Machine Operator | \$15.75      | \$16.21         | \$16.54        |
| 188       | Literature Clerk                 | \$13.77      | \$14.21         | \$14.50        |
| 284       | Machine Compositor I             | \$15.73      | \$16.22         | \$16.54        |
| 285       | Machine Compositor II            | \$17.67      | \$18.08         | \$18.76        |
| 286       | Machine Compositor III           | \$19.86      | \$20.33         | \$20.78        |
| 304       | Photo Compositor I               | \$15.73      | \$16.22         | \$16.54        |
| 305       | Photo Compositor II              | \$17.67      | \$18.08         | \$18.76        |
| 306       | Photo Compositor III             | \$19.86      | \$20.33         | \$20.78        |
| 280       | Printing Press Operator I        | \$15.73      | \$16.22         | \$16.54        |
| 281       | Printing Press Operator II       | \$17.67      | \$18.08         | \$18.76        |
| 282       | Printing Press Operator III      | \$19.86      | \$20.33         | \$20.78        |
| 283       | Printing Press Operator IV       | \$21.13      | \$23.14         | \$23.27        |
| 226       | Senior Compositor                | \$21.13      | \$23.14         | \$23.27        |
| 296       | Senior Cutter                    | \$21.13      | \$23.14         | \$23.27        |
| 368       | Verner Press Operator II         | \$15.75      | \$16.21         | \$16.54        |

**MAINTENANCE CLASSIFICATION RATES  
EFFECTIVE JANUARY 16, 2002**

| <u>No</u> | <u>Job Classification</u>          | <u>Start</u> | <u>6-8 Wk</u> | <u>9-12 Mth</u> | <u>12-18 Mth</u> | <u>Up To</u> |
|-----------|------------------------------------|--------------|---------------|-----------------|------------------|--------------|
| 121       | Carpenter B                        | \$18.39      | \$18.76       |                 |                  |              |
| 122       | Carpenter C                        | \$19.00      | \$19.41       | \$20.00         |                  | \$20.23      |
| 123       | Carpenter D                        | \$21.14      | \$26.00       |                 |                  |              |
| 530       | Crane Operator                     | \$21.14      | \$24.38       |                 |                  |              |
| 151       | Electrician B                      | \$18.39      | \$18.76       |                 |                  |              |
| 152       | Electrician C                      | \$19.00      | \$19.41       | \$20.00         |                  | \$20.23      |
| 153       | Electrician D                      | \$21.14      | \$26.00       |                 |                  |              |
| 291       | Garage Mech. Spec                  | \$19.14      | \$19.54       | \$20.26         |                  | \$23.27      |
| 292       | Garage Mechanic I                  | \$16.56      | \$17.05       | \$17.57         | \$18.15          |              |
| 486       | Garage Mechanic II                 | \$18.43      | \$18.84       | \$19.52         | \$20.00          | \$20.23      |
| 288       | Instrument Mech C                  | \$19.00      | \$19.41       |                 |                  |              |
| 289       | Instrument Mech D                  | \$20.00      | \$20.23       | \$21.14         |                  | \$26.00      |
| 290       | Instrument Mech E                  | \$27.16      | \$30.00       |                 |                  |              |
| 404       | Locksmith I                        | \$17.41      | \$17.92       | \$18.47         | \$19.28          |              |
| 495       | Locksmith II                       | \$19.43      | \$19.94       | \$20.48         | \$24.38          |              |
| 189       | Machinist B                        | \$18.39      | \$18.76       |                 |                  |              |
| 190       | Machinist C                        | \$19.00      | \$19.41       | \$20.00         |                  | \$20.23      |
| 191       | Machinist D                        | \$21.14      | \$26.00       |                 |                  |              |
| 490       | Maintenance Fork Lift Mech I       | \$18.39      | \$18.76       |                 |                  |              |
| 491       | Maintenance Fork Lift Mech II      | \$19.00      | \$19.41       | \$20.00         |                  | \$20.23      |
| 492       | Maintenance Fork Lift Mech Special | \$21.14      | \$23.27       |                 |                  |              |

# MAINTENANCE CLASSIFICATION RATES - JANUARY 16, 2002 (continued)

| No  | Job Classification      | Start   | 6-9 Wk  | 9-12 Mth | 12-18 Mth | Up To   |
|-----|-------------------------|---------|---------|----------|-----------|---------|
| 195 | Mason B                 | \$18.39 | \$18.76 |          |           |         |
| 196 | Mason C                 | \$19.00 | \$19.41 | \$20.00  |           | \$20.23 |
| 197 | Mason D                 | \$21.14 | \$26.00 |          |           |         |
| 207 | Painter B               | \$18.39 | \$18.76 |          |           |         |
| 208 | Painter C               | \$19.00 | \$19.41 | \$20.00  |           | \$20.23 |
| 209 | Painter D               | \$21.14 | \$26.00 |          |           |         |
| 210 | Plumber & Steamfitter B | \$18.39 | \$18.76 |          |           |         |
| 211 | Plumber & Steamfitter C | \$19.00 | \$19.41 | \$20.00  |           | \$20.23 |
| 212 | Plumber & Steamfitter D | \$21.14 | \$26.00 |          |           |         |
| 218 | Refrigeration Mech B    | \$18.39 | \$18.76 |          |           |         |
| 219 | Refrigeration Mech C    | \$19.00 | \$19.41 | \$20.00  |           | \$20.23 |
| 220 | Refrigeration Mech D    | \$21.14 | \$26.00 |          |           |         |
| 407 | Steam Plant Operator B  | \$18.39 | \$18.76 |          |           |         |
| 410 | Steam Plant Operator C  | \$19.00 | \$19.41 | \$20.00  |           | \$20.23 |
| 411 | Steam Plant Operator D  | \$21.14 | \$26.00 |          |           |         |
| 248 | Tinsmith B              | \$18.39 | \$18.76 |          |           |         |
| 249 | Tinsmith C              | \$19.00 | \$19.41 | \$20.00  |           | \$20.23 |
| 250 | Tinsmith D              | \$21.14 | \$26.00 |          |           |         |
| 358 | Welder B                | \$18.39 | \$18.76 |          |           |         |
| 359 | Welder C                | \$19.00 | \$19.41 | \$20.00  |           | \$20.23 |
| 360 | Welder D                | \$21.14 | \$26.00 |          |           |         |

## SCHEDULE "B" LABOR GRADES AND RATE SCHEDULE EFFECTIVE JANUARY 16, 2003

| Labor Grade | Start   | 6-8 Week | Maximum | Notations |
|-------------|---------|----------|---------|-----------|
| 1           | \$13.15 | \$13.69  | \$14.05 | 3-12 mos. |
| 2           | \$13.61 | \$14.02  | \$14.38 | " "       |
| 3           | \$14.18 | \$14.64  | \$14.94 | " "       |
| 4           | \$14.61 | \$14.96  | \$15.38 | 4-12 mos. |
| 4A          | \$14.90 | \$15.30  | \$15.72 | " "       |
| 5           | \$15.20 | \$15.64  | \$16.05 | 6-12 mos. |
| 6           | \$15.64 | \$16.08  | \$16.46 | " "       |
| 6A          | \$15.93 | \$16.40  | \$16.75 | " "       |
| 7           | \$16.22 | \$16.71  | \$17.04 | " "       |
| 7A          | \$16.47 | \$16.93  | \$17.28 | " "       |
| 8           | \$16.72 | \$17.16  | \$17.52 | " "       |
| 8A          | \$17.02 | \$17.43  | \$17.81 | " "       |
| 9           | \$17.30 | \$17.70  | \$18.10 | " "       |
| 10          | \$17.71 | \$18.17  | \$18.59 | " "       |
| 10A         | \$17.94 | \$18.39  | \$18.81 | " "       |
| 11          | \$18.17 | \$18.59  | \$19.01 | " "       |
| 12          | \$18.87 | \$19.28  | \$19.84 | " "       |
| 13          | \$19.39 | \$19.86  | \$20.30 | " "       |
| 14          | \$19.92 | \$20.38  | \$20.84 | " "       |
| 15          | \$20.47 | \$20.93  | \$21.40 | " "       |
| 15A         | \$20.74 | \$21.19  | \$21.69 | " "       |

**PRINTING RATE SCHEDULE  
EFFECTIVE JANUARY 16, 2003**

| <u>No</u> | <u>Job Classification</u>        | <u>Start</u> | <u>6-8 Week</u> | <u>Maximum</u> |
|-----------|----------------------------------|--------------|-----------------|----------------|
| 307       | Cutter & Binder I                | \$16.20      | \$16.71         | \$17.04        |
| 310       | Cutter & Binder II               | \$18.20      | \$18.62         | \$19.32        |
| 313       | Cutter & Binder III              | \$20.46      | \$20.94         | \$21.40        |
| 316       | Label Inspector Machine Operator | \$16.22      | \$16.70         | \$17.04        |
| 188       | Literature Clerk                 | \$14.18      | \$14.64         | \$14.94        |
| 284       | Machine Compositor I             | \$16.20      | \$16.71         | \$17.04        |
| 285       | Machine Compositor II            | \$18.20      | \$18.62         | \$19.32        |
| 286       | Machine Compositor III           | \$20.46      | \$20.94         | \$21.40        |
| 304       | Photo Compositor I               | \$16.20      | \$16.71         | \$17.04        |
| 305       | Photo Compositor II              | \$18.20      | \$18.62         | \$19.32        |
| 306       | Photo Compositor III             | \$20.46      | \$20.94         | \$21.40        |
| 280       | Printing Press Operator I        | \$16.20      | \$16.71         | \$17.04        |
| 281       | Printing Press Operator II       | \$18.20      | \$18.62         | \$19.32        |
| 282       | Printing Press Operator III      | \$20.46      | \$20.94         | \$21.40        |
| 283       | Printing Press Operator IV       | \$21.76      | \$23.83         | \$23.97        |
| 226       | Senior Compositor                | \$21.76      | \$23.83         | \$23.97        |
| 296       | Senior Cutter                    | \$21.76      | \$23.83         | \$23.97        |
| 368       | Verner Press Operator II         | \$16.22      | \$16.70         | \$17.04        |

**MAINTENANCE CLASSIFICATION RATES  
EFFECTIVE JANUARY 16, 2003**

| <u>No</u> | <u>Job Classification</u>          | <u>Start</u> | <u>6-8 Wk</u> | <u>6-12 Mth</u> | <u>12-18 Mth</u> | <u>Up To</u> |
|-----------|------------------------------------|--------------|---------------|-----------------|------------------|--------------|
| 121       | Carpenter B                        | \$18.94      | \$19.32       |                 |                  |              |
| 122       | Carpenter C                        | \$19.57      | \$19.99       | \$20.60         |                  | \$20.84      |
| 123       | Carpenter D                        | \$21.77      | \$26.78       |                 |                  |              |
| 530       | Crane Operator                     | \$21.77      | \$26.78       |                 |                  |              |
| 151       | Electrician B                      | \$18.94      | \$19.32       |                 |                  |              |
| 152       | Electrician C                      | \$19.57      | \$19.99       | \$20.60         |                  | \$20.84      |
| 153       | Electrician D                      | \$21.77      | \$26.78       |                 |                  |              |
| 291       | Garage Mech, Spec                  | \$19.71      | \$20.13       | \$20.87         |                  | \$23.97      |
| 292       | Garage Mechanic I                  | \$17.06      | \$17.56       | \$18.10         | \$18.69          |              |
| 486       | Garage Mechanic II                 | \$18.98      | \$19.41       | \$20.12         | \$20.60          | \$20.84      |
| 288       | Instrument Mech C                  | \$19.57      | \$19.99       |                 |                  |              |
| 289       | Instrument Mech D                  | \$20.60      | \$20.84       | \$21.77         |                  | \$26.78      |
| 290       | Instrument Mech E                  | \$27.97      | \$30.90       |                 |                  |              |
| 404       | Locksmith I                        | \$17.93      | \$18.46       | \$19.02         | \$19.86          |              |
| 495       | Locksmith II                       | \$20.01      | \$20.54       | \$21.09         | \$26.78          |              |
| 189       | Machinist B                        | \$18.94      | \$19.32       |                 |                  |              |
| 190       | Machinist C                        | \$19.57      | \$19.99       | \$20.60         |                  | \$20.84      |
| 191       | Machinist D                        | \$21.77      | \$26.78       |                 |                  |              |
| 490       | Maintenance Fork Lift Mech I       | \$18.94      | \$19.32       |                 |                  |              |
| 491       | Maintenance Fork Lift Mech II      | \$19.57      | \$19.99       | \$20.60         |                  | \$20.84      |
| 492       | Maintenance Fork Lift Mech Special | \$21.77      | \$23.97       |                 |                  |              |

# **MAINTENANCE CLASSIFICATION RATES - JANUARY 16, 2003 (continued)**

| No  | Job Classification      | Start   | 6-8 Wk  | 6-12 Mth | 12-18 Mth | Up To   |
|-----|-------------------------|---------|---------|----------|-----------|---------|
| 195 | Mason B                 | \$18.94 | \$19.32 |          |           |         |
| 196 | Mason C                 | \$19.57 | \$19.99 | \$20.60  |           | \$20.84 |
| 197 | Mason D                 | \$21.77 | \$26.78 |          |           |         |
| 207 | Painter B               | \$18.94 | \$19.32 |          |           |         |
| 208 | Painter C               | \$19.57 | \$19.99 | \$20.60  |           | \$20.84 |
| 209 | Painter D               | \$21.77 | \$26.78 |          |           |         |
| 210 | Plumber & Steamfitter B | \$18.94 | \$19.32 |          |           |         |
| 211 | Plumber & Steamfitter C | \$19.57 | \$19.99 | \$20.60  |           | \$20.84 |
| 212 | Plumber & Steamfitter D | \$21.77 | \$26.78 |          |           |         |
| 218 | Refrigeration Mech B    | \$18.94 | \$19.32 |          |           |         |
| 219 | Refrigeration Mech C    | \$19.57 | \$19.99 | \$20.60  |           | \$20.84 |
| 220 | Refrigeration Mech D    | \$21.77 | \$26.78 |          |           |         |
| 407 | Steam Plant Operator B  | \$18.94 | \$19.32 |          |           |         |
| 410 | Steam Plant Operator C  | \$19.57 | \$19.99 | \$20.60  |           | \$20.84 |
| 411 | Steam Plant Operator D  | \$21.77 | \$26.78 |          |           |         |
| 248 | Tinsmith B              | \$18.94 | \$19.32 |          |           |         |
| 249 | Tinsmith C              | \$19.57 | \$19.99 | \$20.60  |           | \$20.84 |
| 250 | Tinsmith D              | \$21.77 | \$26.78 |          |           |         |
| 358 | Welder B                | \$18.94 | \$19.32 |          |           |         |
| 359 | Welder C                | \$19.57 | \$19.99 | \$20.60  |           | \$20.84 |
| 360 | Welder D                | \$21.77 | \$26.78 |          |           |         |

## **SCHEDULE "C"** **LABOR GRADES AND RATE SCHEDULE** **EFFECTIVE JANUARY 16, 2004**

| Labor Grade | Start   | 6-8 Week | Maximum | Notations |
|-------------|---------|----------|---------|-----------|
| 1           | \$13.61 | \$14.17  | \$14.54 | 3-12 mos. |
| 2           | \$14.09 | \$14.51  | \$14.88 | " "       |
| 3           | \$14.68 | \$15.16  | \$15.47 | " "       |
| 4           | \$15.13 | \$15.49  | \$15.92 | 4-12 mos. |
| 4A          | \$15.43 | \$15.84  | \$16.27 | " "       |
| 5           | \$15.74 | \$16.19  | \$16.61 | 6-12 mos. |
| 6           | \$16.19 | \$16.64  | \$17.03 | " "       |
| 6A          | \$16.49 | \$16.97  | \$17.34 | " "       |
| 7           | \$16.79 | \$17.30  | \$17.64 | " "       |
| 7A          | \$17.04 | \$17.53  | \$17.89 | " "       |
| 8           | \$17.31 | \$17.76  | \$18.14 | " "       |
| 8A          | \$17.62 | \$18.04  | \$18.43 | " "       |
| 9           | \$17.91 | \$18.32  | \$18.73 | " "       |
| 10          | \$18.33 | \$18.81  | \$19.25 | " "       |
| 10A         | \$18.57 | \$19.03  | \$19.47 | " "       |
| 11          | \$18.81 | \$19.25  | \$19.68 | " "       |
| 12          | \$19.54 | \$19.96  | \$20.54 | " "       |
| 13          | \$20.07 | \$20.56  | \$21.01 | " "       |
| 14          | \$20.62 | \$21.09  | \$21.58 | " "       |
| 15          | \$21.19 | \$21.67  | \$22.15 | " "       |
| 15A         | \$21.47 | \$21.94  | \$22.45 | " "       |

**PRINTING RATE SCHEDULE  
EFFECTIVE JANUARY 16, 2004**

| <u>No</u> | <u>Job Classification</u>        | <u>Start</u> | <u>6-8 Week</u> | <u>Maximum</u> |
|-----------|----------------------------------|--------------|-----------------|----------------|
| 307       | Cutter & Binder I                | \$16.77      | \$17.30         | \$17.64        |
| 310       | Cutter & Binder II               | \$18.84      | \$19.28         | \$20.00        |
| 313       | Cutter & Binder III              | \$21.18      | \$21.68         | \$22.15        |
| 316       | Label Inspector Machine Operator | \$16.79      | \$17.29         | \$17.64        |
| 188       | Literature Clerk                 | \$14.68      | \$15.16         | \$15.47        |
| 284       | Machine Compositor I             | \$16.77      | \$17.30         | \$17.64        |
| 285       | Machine Compositor II            | \$18.84      | \$19.28         | \$20.00        |
| 286       | Machine Compositor III           | \$21.18      | \$21.68         | \$22.15        |
| 304       | Photo Compositor I               | \$16.77      | \$17.30         | \$17.64        |
| 305       | Photo Compositor II              | \$18.84      | \$19.28         | \$20.00        |
| 306       | Photo Compositor III             | \$21.18      | \$21.68         | \$22.15        |
| 280       | Printing Press Operator I        | \$16.77      | \$17.30         | \$17.64        |
| 281       | Printing Press Operator II       | \$18.84      | \$19.28         | \$20.00        |
| 282       | Printing Press Operator III      | \$21.18      | \$21.68         | \$22.15        |
| 283       | Printing Press Operator IV       | \$22.52      | \$24.66         | \$24.81        |
| 226       | Senior Compositor                | \$22.52      | \$24.66         | \$24.81        |
| 296       | Senior Cutter                    | \$22.52      | \$24.66         | \$24.81        |
| 368       | Verner Press Operator II         | \$16.79      | \$17.29         | \$17.64        |

**MAINTENANCE CLASSIFICATION RATES  
EFFECTIVE JANUARY 16, 2004**

| <u>No</u> | <u>Job Classification</u>          | <u>Start</u> | <u>6-8 Wk</u> | <u>6-12 Mth</u> | <u>12-18 Mth</u> | <u>Up To</u> |
|-----------|------------------------------------|--------------|---------------|-----------------|------------------|--------------|
| 121       | Carpenter B                        | \$19.61      | \$20.00       |                 |                  |              |
| 122       | Carpenter C                        | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 123       | Carpenter D                        | \$22.53      | \$27.72       |                 |                  |              |
| 530       | Crane Operator                     | \$22.53      | \$27.72       |                 |                  |              |
| 151       | Electrician B                      | \$19.61      | \$20.00       |                 |                  |              |
| 152       | Electrician C                      | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 153       | Electrician D                      | \$22.53      | \$27.72       |                 |                  |              |
| 291       | Garage Mech, Spec                  | \$20.40      | \$20.83       | \$21.61         |                  | \$24.81      |
| 292       | Garage Mechanic I                  | \$17.66      | \$18.18       | \$18.73         | \$19.35          |              |
| 486       | Garage Mechanic II                 | \$19.65      | \$20.09       | \$20.82         | \$21.33          | \$21.58      |
| 288       | Instrument Mech C                  | \$20.26      | \$20.69       |                 |                  |              |
| 289       | Instrument Mech D                  | \$21.33      | \$21.58       | \$22.53         |                  | \$27.72      |
| 290       | Instrument Mech E                  | \$28.95      | \$31.99       |                 |                  |              |
| 404       | Locksmith I                        | \$18.56      | \$19.11       | \$19.68         | \$20.56          |              |
| 495       | Locksmith II                       | \$20.71      | \$21.27       | \$21.83         | \$27.72          |              |
| 189       | Machinist B                        | \$19.61      | \$20.00       |                 |                  |              |
| 190       | Machinist C                        | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 191       | Machinist D                        | \$22.53      | \$27.72       |                 |                  |              |
| 490       | Maintenance Fork Lift Mech I       | \$19.61      | \$20.00       |                 |                  |              |
| 491       | Maintenance Fork Lift Mech II      | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 492       | Maintenance Fork Lift Mech Special | \$22.53      | \$24.81       |                 |                  |              |

# **MAINTENANCE CLASSIFICATION RATES – JANUARY 16, 2004 (continued)**

| <u>No</u> | <u>Job Classification</u> | <u>Start</u> | <u>6-8 Wk</u> | <u>6-12 Mth</u> | <u>12-18 Mth</u> | <u>Up To</u> |
|-----------|---------------------------|--------------|---------------|-----------------|------------------|--------------|
| 195       | Mason B                   | \$19.61      | \$20.00       |                 |                  |              |
| 196       | Mason C                   | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 197       | Mason D                   | \$22.53      | \$27.72       |                 |                  |              |
| 207       | Painter B                 | \$19.61      | \$20.00       |                 |                  |              |
| 208       | Painter C                 | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 209       | Painter D                 | \$22.53      | \$27.72       |                 |                  |              |
| 210       | Plumber & Steamfitter B   | \$19.61      | \$20.00       |                 |                  |              |
| 211       | Plumber & Steamfitter C   | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 212       | Plumber & Steamfitter D   | \$22.53      | \$27.72       |                 |                  |              |
| 218       | Refrigeration Mech B      | \$19.61      | \$20.00       |                 |                  |              |
| 219       | Refrigeration Mech C      | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 220       | Refrigeration Mech D      | \$22.53      | \$27.72       |                 |                  |              |
| 407       | Steam Plant Operator B    | \$19.61      | \$20.00       |                 |                  |              |
| 410       | Steam Plant Operator C    | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 411       | Steam Plant Operator D    | \$22.53      | \$27.72       |                 |                  |              |
| 248       | Tinsmith B                | \$19.61      | \$20.00       |                 |                  |              |
| 249       | Tinsmith C                | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 250       | Tinsmith D                | \$22.53      | \$27.72       |                 |                  |              |
| 358       | Welder B                  | \$19.61      | \$20.00       |                 |                  |              |
| 359       | Welder C                  | \$20.26      | \$20.69       | \$21.33         |                  | \$21.58      |
| 360       | Welder D                  | \$22.53      | \$27.72       |                 |                  |              |

## **PROPOSED SCHEDULE "D" LABOR GRADES AND RATE SCHEDULE EFFECTIVE JANUARY 16, 2005**

| <u>Labor Grade</u> | <u>Start</u> | <u>6-8 Week</u> | <u>Maximum</u> | <u>Notations</u> |
|--------------------|--------------|-----------------|----------------|------------------|
| 1                  | \$14.02      | \$14.60         | \$14.98        | 3-12 mos.        |
| 2                  | \$14.51      | \$14.95         | \$15.33        | " "              |
| 3                  | \$15.12      | \$15.61         | \$15.93        | " "              |
| 4                  | \$15.58      | \$15.95         | \$16.40        | 4-12 mos.        |
| 4A                 | \$15.89      | \$16.32         | \$16.76        | " "              |
| 5                  | \$16.21      | \$16.68         | \$17.11        | 6-12 mos.        |
| 6                  | \$16.68      | \$17.14         | \$17.54        | " "              |
| 6A                 | \$16.98      | \$17.48         | \$17.86        | " "              |
| 7                  | \$17.29      | \$17.82         | \$18.17        | " "              |
| 7A                 | \$17.55      | \$18.06         | \$18.43        | " "              |
| 8                  | \$17.83      | \$18.29         | \$18.68        | " "              |
| 8A                 | \$18.15      | \$18.58         | \$18.98        | " "              |
| 9                  | \$18.45      | \$18.87         | \$19.29        | " "              |
| 10                 | \$18.88      | \$19.37         | \$19.83        | " "              |
| 10A                | \$19.13      | \$19.60         | \$20.05        | " "              |
| 11                 | \$19.37      | \$19.83         | \$20.27        | " "              |
| 12                 | \$20.13      | \$20.56         | \$21.16        | " "              |
| 13                 | \$20.67      | \$21.18         | \$21.64        | " "              |
| 14                 | \$21.24      | \$21.72         | \$22.23        | " "              |
| 15                 | \$21.83      | \$22.32         | \$22.81        | " "              |
| 15A                | \$22.11      | \$22.60         | \$23.12        | " "              |

**PRINTING RATE SCHEDULE  
EFFECTIVE JANUARY 16, 2005**

| <u>No</u> | <u>Job Classification</u>        | <u>Start</u> | <u>6-8 Week</u> | <u>Maximum</u> |
|-----------|----------------------------------|--------------|-----------------|----------------|
| 307       | Cutter & Binder I                | \$17.27      | \$17.82         | \$18.17        |
| 310       | Cutter & Binder II               | \$19.41      | \$19.86         | \$20.60        |
| 313       | Cutter & Binder III              | \$21.82      | \$22.33         | \$22.81        |
| 316       | Label Inspector Machine Operator | \$17.29      | \$17.81         | \$18.17        |
| 188       | Literature Clerk                 | \$15.12      | \$15.61         | \$15.93        |
| 284       | Machine Compositor I             | \$17.27      | \$17.82         | \$18.17        |
| 285       | Machine Compositor II            | \$19.41      | \$19.86         | \$20.60        |
| 286       | Machine Compositor III           | \$21.82      | \$22.33         | \$22.81        |
| 304       | Photo Compositor I               | \$17.27      | \$17.82         | \$18.17        |
| 305       | Photo Compositor II              | \$19.41      | \$19.86         | \$20.60        |
| 306       | Photo Compositor III             | \$21.82      | \$22.33         | \$22.81        |
| 280       | Printing Press Operator I        | \$17.27      | \$17.82         | \$18.17        |
| 281       | Printing Press Operator II       | \$19.41      | \$19.86         | \$20.60        |
| 282       | Printing Press Operator III      | \$21.82      | \$22.33         | \$22.81        |
| 283       | Printing Press Operator IV       | \$23.20      | \$25.40         | \$25.55        |
| 226       | Senior Compositor                | \$23.20      | \$25.40         | \$25.55        |
| 296       | Senior Cutter                    | \$23.20      | \$25.40         | \$25.55        |
| 368       | Verner Press Operator II         | \$17.29      | \$17.81         | \$18.17        |

**MAINTENANCE CLASSIFICATION RATES  
EFFECTIVE JANUARY 16, 2005**

| <u>No</u> | <u>Job Classification</u>          | <u>Start</u> | <u>6-8 Wk</u> | <u>9-12 Mth</u> | <u>12-18 Mth</u> | <u>Up To</u> |
|-----------|------------------------------------|--------------|---------------|-----------------|------------------|--------------|
| 121       | Carpenter B                        | \$20.20      | \$20.60       |                 |                  |              |
| 122       | Carpenter C                        | \$20.87      | \$21.31       | \$21.97         |                  | \$22.23      |
| 123       | Carpenter D                        | \$23.21      | \$28.55       |                 |                  |              |
| 530       | Crane Operator                     | \$23.21      | \$28.55       |                 |                  |              |
| 151       | Electrician B                      | \$20.20      | \$20.60       |                 |                  |              |
| 152       | Electrician C                      | \$20.87      | \$21.31       | \$21.97         |                  | \$22.23      |
| 153       | Electrician D                      | \$23.21      | \$28.55       |                 |                  |              |
| 291       | Garage Mech, Spec                  | \$21.01      | \$21.45       | \$22.26         |                  | \$25.55      |
| 292       | Garage Mechanic I                  | \$18.19      | \$18.73       | \$19.29         | \$19.93          |              |
| 486       | Garage Mechanic II                 | \$20.24      | \$20.69       | \$21.44         | \$21.97          | \$22.23      |
| 288       | Instrument Mech C                  | \$20.87      | \$21.31       |                 |                  |              |
| 289       | Instrument Mech D                  | \$21.97      | \$22.23       | \$23.21         |                  | \$28.55      |
| 290       | Instrument Mech E                  | \$29.82      | \$32.95       |                 |                  |              |
| 404       | Locksmith I                        | \$19.12      | \$19.68       | \$20.27         | \$21.18          |              |
| 495       | Locksmith II                       | \$21.33      | \$21.91       | \$22.48         | \$28.55          |              |
| 189       | Machinist B                        | \$20.20      | \$20.60       |                 |                  |              |
| 190       | Machinist C                        | \$20.87      | \$21.31       | \$21.97         |                  | \$22.23      |
| 191       | Machinist D                        | \$23.21      | \$28.55       |                 |                  |              |
| 490       | Maintenance Fork Lift Mech I       | \$20.20      | \$20.60       |                 |                  |              |
| 491       | Maintenance Fork Lift Mech II      | \$20.87      | \$21.31       | \$21.97         |                  | \$22.23      |
| 492       | Maintenance Fork Lift Mech Special | \$23.21      | \$25.55       |                 |                  |              |



# **MAINTENANCE CLASSIFICATION RATES - JANUARY 16, 2005 (continued)**

| No  | Job Classification      | Start   | 6-8 Wk  | 9-12 Mth | 12-18 Mth | Up To   |
|-----|-------------------------|---------|---------|----------|-----------|---------|
| 195 | Mason B                 | \$20.20 | \$20.60 |          |           |         |
| 196 | Mason C                 | \$20.87 | \$21.31 | \$21.97  |           | \$22.23 |
| 197 | Mason D                 | \$23.21 | \$28.55 |          |           |         |
| 207 | Painter B               | \$20.20 | \$20.60 |          |           |         |
| 208 | Painter C               | \$20.87 | \$21.31 | \$21.97  |           | \$22.23 |
| 209 | Painter D               | \$23.21 | \$28.55 |          |           |         |
| 210 | Plumber & Steamfitter B | \$20.20 | \$20.60 |          |           |         |
| 211 | Plumber & Steamfitter C | \$20.87 | \$21.31 | \$21.97  |           | \$22.23 |
| 212 | Plumber & Steamfitter D | \$23.21 | \$28.55 |          |           |         |
| 218 | Refrigeration Mech B    | \$20.20 | \$20.60 |          |           |         |
| 219 | Refrigeration Mech C    | \$20.87 | \$21.31 | \$21.97  |           | \$22.23 |
| 220 | Refrigeration Mech D    | \$23.21 | \$28.55 |          |           |         |
| 407 | Steam Plant Operator B  | \$20.20 | \$20.60 |          |           |         |
| 410 | Steam Plant Operator C  | \$20.87 | \$21.31 | \$21.97  |           | \$22.23 |
| 411 | Steam Plant Operator D  | \$23.21 | \$28.55 |          |           |         |
| 248 | Tinsmith B              | \$20.20 | \$20.60 |          |           |         |
| 249 | Tinsmith C              | \$20.87 | \$21.31 | \$21.97  |           | \$22.23 |
| 250 | Tinsmith D              | \$23.21 | \$28.55 |          |           |         |
| 358 | Welder B                | \$20.20 | \$20.60 |          |           |         |
| 359 | Welder C                | \$20.87 | \$21.31 | \$21.97  |           | \$22.23 |
| 360 | Welder D                | \$23.21 | \$28.55 |          |           |         |

## **SCHEDULE "E"** **LABOR GRADES AND RATE SCHEDULE** **EFFECTIVE JANUARY 16, 2006**

| Labor Grade | Start   | 6-8 Week | Maximum | Notations |
|-------------|---------|----------|---------|-----------|
| 1           | \$14.51 | \$15.12  | \$15.51 | 3-12 mos. |
| 2           | \$15.02 | \$15.48  | \$15.87 | " "       |
| 3           | \$15.65 | \$16.16  | \$16.49 | " "       |
| 4           | \$16.13 | \$16.51  | \$16.97 | 4-12 mos. |
| 4A          | \$16.45 | \$16.89  | \$17.35 | " "       |
| 5           | \$16.78 | \$17.27  | \$17.71 | 6-12 mos. |
| 6           | \$17.27 | \$17.74  | \$18.16 | " "       |
| 6A          | \$17.58 | \$18.09  | \$18.49 | " "       |
| 7           | \$17.90 | \$18.44  | \$18.81 | " "       |
| 7A          | \$18.17 | \$18.69  | \$19.07 | " "       |
| 8           | \$18.45 | \$18.93  | \$19.34 | " "       |
| 8A          | \$18.78 | \$19.24  | \$19.65 | " "       |
| 9           | \$19.10 | \$19.54  | \$19.97 | " "       |
| 10          | \$19.55 | \$20.05  | \$20.52 | " "       |
| 10A         | \$19.80 | \$20.29  | \$20.75 | " "       |
| 11          | \$20.05 | \$20.52  | \$20.98 | " "       |
| 12          | \$20.83 | \$21.29  | \$21.90 | " "       |
| 13          | \$21.40 | \$21.93  | \$22.40 | " "       |
| 14          | \$21.99 | \$22.48  | \$23.01 | " "       |
| 15          | \$22.59 | \$23.10  | \$23.61 | " "       |
| 15A         | \$22.88 | \$23.40  | \$23.93 | " "       |

**PRINTING RATE SCHEDULE  
EFFECTIVE JANUARY 16, 2006**

| No  | Job Classification               | Start   | 6-8 Week | Maximum |
|-----|----------------------------------|---------|----------|---------|
| 307 | Cutter & Binder I                | \$17.88 | \$18.44  | \$18.81 |
| 310 | Cutter & Binder II               | \$20.09 | \$20.56  | \$21.33 |
| 313 | Cutter & Binder III              | \$22.58 | \$23.12  | \$23.61 |
| 316 | Label Inspector Machine Operator | \$17.90 | \$18.43  | \$18.81 |
| 188 | Literature Clerk                 | \$15.65 | \$16.16  | \$16.49 |
| 284 | Machine Compositor I             | \$17.88 | \$18.44  | \$18.81 |
| 285 | Machine Compositor II            | \$20.09 | \$20.56  | \$21.33 |
| 286 | Machine Compositor III           | \$22.58 | \$23.12  | \$23.61 |
| 304 | Photo Compositor I               | \$17.88 | \$18.44  | \$18.81 |
| 305 | Photo Compositor II              | \$20.09 | \$20.56  | \$21.33 |
| 306 | Photo Compositor III             | \$22.58 | \$23.12  | \$23.61 |
| 280 | Printing Press Operator I        | \$17.88 | \$18.44  | \$18.81 |
| 281 | Printing Press Operator II       | \$20.09 | \$20.56  | \$21.33 |
| 282 | Printing Press Operator III      | \$22.58 | \$23.12  | \$23.61 |
| 283 | Printing Press Operator IV       | \$24.02 | \$26.29  | \$26.45 |
| 226 | Senior Compositor                | \$24.02 | \$26.29  | \$26.45 |
| 296 | Senior Cutter                    | \$24.02 | \$26.29  | \$26.45 |
| 368 | Verner Press Operator II         | \$17.90 | \$18.43  | \$18.81 |

**MAINTENANCE CLASSIFICATION RATES  
EFFECTIVE JANUARY 16, 2006**

| No  | Job Classification                 | Start   | 6-8 Wk  | 9-12 Mth | 12-18 Mth | Up To   |
|-----|------------------------------------|---------|---------|----------|-----------|---------|
| 121 | Carpenter B                        | \$20.91 | \$21.33 |          |           |         |
| 122 | Carpenter C                        | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 123 | Carpenter D                        | \$24.03 | \$29.56 |          |           |         |
| 530 | Crane Operator                     | \$24.03 | \$29.56 |          |           |         |
| 151 | Electrician B                      | \$20.91 | \$21.33 |          |           |         |
| 152 | Electrician C                      | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 153 | Electrician D                      | \$24.03 | \$29.56 |          |           |         |
| 291 | Garage Mech, Spec                  | \$21.75 | \$22.20 | \$23.04  |           | \$26.45 |
| 292 | Garage Mechanic I                  | \$18.83 | \$19.39 | \$19.97  | \$20.63   |         |
| 486 | Garage Mechanic II                 | \$20.95 | \$21.42 | \$22.19  | \$22.74   | \$23.01 |
| 288 | Instrument Mech C                  | \$21.61 | \$22.06 |          |           |         |
| 289 | Instrument Mech D                  | \$22.74 | \$23.01 | \$24.03  |           | \$29.56 |
| 290 | Instrument Mech E                  | \$30.86 | \$34.11 |          |           |         |
| 404 | Locksmith I                        | \$19.79 | \$20.37 | \$20.98  | \$21.93   |         |
| 495 | Locksmith II                       | \$22.08 | \$22.68 | \$23.27  | \$29.56   |         |
| 189 | Machinist B                        | \$20.91 | \$21.33 |          |           |         |
| 190 | Machinist C                        | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 191 | Machinist D                        | \$24.03 | \$29.56 |          |           |         |
| 490 | Maintenance Fork Lift Mech I       | \$20.91 | \$21.33 |          |           |         |
| 491 | Maintenance Fork Lift Mech II      | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 492 | Maintenance Fork Lift Mech Special | \$24.03 | \$26.45 |          |           |         |

# **MAINTENANCE CLASSIFICATION RATES - JANUARY 16, 2006 (continued)**

| No  | Job Classification      | Start   | 6-8 Wk  | 9-12 Mth | 12-18 Mth | Up To   |
|-----|-------------------------|---------|---------|----------|-----------|---------|
| 195 | Mason B                 | \$20.91 | \$21.33 |          |           |         |
| 196 | Mason C                 | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 197 | Mason D                 | \$24.03 | \$29.56 |          |           |         |
| 207 | Painter B               | \$20.91 | \$21.33 |          |           |         |
| 208 | Painter C               | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 209 | Painter D               | \$24.03 | \$29.56 |          |           |         |
| 210 | Plumber & Steamfitter B | \$20.91 | \$21.33 |          |           |         |
| 211 | Plumber & Steamfitter C | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 212 | Plumber & Steamfitter D | \$24.03 | \$29.56 |          |           |         |
| 218 | Refrigeration Mech B    | \$20.91 | \$21.33 |          |           |         |
| 219 | Refrigeration Mech C    | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 220 | Refrigeration Mech D    | \$24.03 | \$29.56 |          |           |         |
| 407 | Steam Plant Operator B  | \$20.91 | \$21.33 |          |           |         |
| 410 | Steam Plant Operator C  | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 411 | Steam Plant Operator D  | \$24.03 | \$29.56 |          |           |         |
| 248 | Tinsmith B              | \$20.91 | \$21.33 |          |           |         |
| 249 | Tinsmith C              | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 250 | Tinsmith D              | \$24.03 | \$29.56 |          |           |         |
| 358 | Welder B                | \$20.91 | \$21.33 |          |           |         |
| 359 | Welder C                | \$21.61 | \$22.06 | \$22.74  |           | \$23.01 |
| 360 | Welder D                | \$24.03 | \$29.56 |          |           |         |

## **SCHEDULE "F"** **LABOR GRADES AND RATE SCHEDULE** **EFFECTIVE JANUARY 16, 2007**

| Labor Grade | Start   | 6-8 Week | Maximum | Notations |
|-------------|---------|----------|---------|-----------|
| 1           | \$15.02 | \$15.65  | \$16.05 | 3-12 mos. |
| 2           | \$15.55 | \$16.02  | \$16.43 | " "       |
| 3           | \$16.20 | \$16.73  | \$17.07 | " "       |
| 4           | \$16.69 | \$17.09  | \$17.56 | 4-12 mos. |
| 4A          | \$17.03 | \$17.48  | \$17.96 | " "       |
| 5           | \$17.37 | \$17.87  | \$18.33 | 6-12 mos. |
| 6           | \$17.87 | \$18.36  | \$18.80 | " "       |
| 6A          | \$18.20 | \$18.72  | \$19.14 | " "       |
| 7           | \$18.53 | \$19.09  | \$19.47 | " "       |
| 7A          | \$18.81 | \$19.34  | \$19.74 | " "       |
| 8           | \$19.10 | \$19.59  | \$20.02 | " "       |
| 8A          | \$19.44 | \$19.91  | \$20.34 | " "       |
| 9           | \$19.77 | \$20.22  | \$20.67 | " "       |
| 10          | \$20.23 | \$20.75  | \$21.24 | " "       |
| 10A         | \$20.49 | \$21.00  | \$21.48 | " "       |
| 11          | \$20.75 | \$21.24  | \$21.71 | " "       |
| 12          | \$21.56 | \$22.04  | \$22.67 | " "       |
| 13          | \$22.15 | \$22.70  | \$23.18 | " "       |
| 14          | \$22.76 | \$23.27  | \$23.82 | " "       |
| 15          | \$23.38 | \$23.91  | \$24.44 | " "       |
| 15A         | \$23.68 | \$24.22  | \$24.77 | " "       |

**PRINTING RATE SCHEDULE  
EFFECTIVE JANUARY 16, 2007**

| <u>No</u> | <u>Job Classification</u>        | <u>Start</u> | <u>6-8 Week</u> | <u>Maximum</u> |
|-----------|----------------------------------|--------------|-----------------|----------------|
| 307       | Cutter & Binder I                | \$18.51      | \$19.09         | \$19.47        |
| 310       | Cutter & Binder II               | \$20.79      | \$21.28         | \$22.08        |
| 313       | Cutter & Binder III              | \$23.37      | \$23.93         | \$24.44        |
| 316       | Label Inspector Machine Operator | \$18.53      | \$19.08         | \$19.47        |
| 188       | Literature Clerk                 | \$16.20      | \$16.73         | \$17.07        |
| 284       | Machine Compositor I             | \$18.51      | \$19.09         | \$19.47        |
| 285       | Machine Compositor II            | \$20.79      | \$21.28         | \$22.08        |
| 286       | Machine Compositor III           | \$23.37      | \$23.93         | \$24.44        |
| 304       | Photo Compositor I               | \$18.51      | \$19.09         | \$19.47        |
| 305       | Photo Compositor II              | \$20.79      | \$21.28         | \$22.08        |
| 306       | Photo Compositor III             | \$23.37      | \$23.93         | \$24.44        |
| 280       | Printing Press Operator I        | \$18.51      | \$19.09         | \$19.47        |
| 281       | Printing Press Operator II       | \$20.79      | \$21.28         | \$22.08        |
| 282       | Printing Press Operator III      | \$23.37      | \$23.93         | \$24.44        |
| 283       | Printing Press Operator IV       | \$24.86      | \$27.21         | \$27.38        |
| 226       | Senior Compositor                | \$24.86      | \$27.21         | \$27.38        |
| 296       | Senior Cutter                    | \$24.86      | \$27.21         | \$27.38        |
| 368       | Verner Press Operator II         | \$18.53      | \$19.08         | \$19.47        |

**MAINTENANCE CLASSIFICATION RATES  
EFFECTIVE JANUARY 16, 2007**

| <u>No</u> | <u>Job Classification</u>          | <u>Start</u> | <u>6-8 Wk</u> | <u>9-12 Mth</u> | <u>12-18 Mth</u> | <u>Up To</u> |
|-----------|------------------------------------|--------------|---------------|-----------------|------------------|--------------|
| 121       | Carpenter B                        | \$21.64      | \$22.08       |                 |                  |              |
| 122       | Carpenter C                        | \$22.37      | \$22.83       | \$23.54         |                  | \$23.82      |
| 123       | Carpenter D                        | \$24.87      | \$30.59       |                 |                  |              |
| 530       | Crane Operator                     | \$24.87      | \$30.59       |                 |                  |              |
| 151       | Electrician B                      | \$21.64      | \$22.08       |                 |                  |              |
| 152       | Electrician C                      | \$22.37      | \$22.83       | \$23.54         |                  | \$23.82      |
| 153       | Electrician D                      | \$24.87      | \$30.59       |                 |                  |              |
| 291       | "Garage Mech, Spec"                | \$22.51      | \$22.98       | \$23.85         |                  | \$27.38      |
| 292       | Garage Mechanic I                  | \$19.49      | \$20.07       | \$20.67         | \$21.35          |              |
| 486       | Garage Mechanic II                 | \$21.68      | \$22.17       | \$22.97         | \$23.54          | \$23.82      |
| 288       | Instrument Mech C                  | \$22.37      | \$22.83       |                 |                  |              |
| 289       | Instrument Mech D                  | \$23.54      | \$23.82       | \$24.87         |                  | \$30.59      |
| 290       | Instrument Mech E                  | \$31.94      | \$35.30       |                 |                  |              |
| 404       | Locksmith I                        | \$20.48      | \$21.08       | \$21.71         | \$22.70          |              |
| 495       | Locksmith II                       | \$22.85      | \$23.47       | \$24.08         | \$30.59          |              |
| 189       | Machinist B                        | \$21.64      | \$22.08       |                 |                  |              |
| 190       | Machinist C                        | \$22.37      | \$22.83       | \$23.54         |                  | \$23.82      |
| 191       | Machinist D                        | \$24.87      | \$30.59       |                 |                  |              |
| 490       | Maintenance Fork Lift Mech I       | \$21.64      | \$22.08       |                 |                  |              |
| 491       | Maintenance Fork Lift Mech II      | \$22.37      | \$22.83       | \$23.54         |                  | \$23.82      |
| 492       | Maintenance Fork Lift Mech Special | \$24.87      | \$27.38       |                 |                  |              |

# MAINTENANCE CLASSIFICATION RATES - JANUARY 16, 2007 (continued)

| No  | Job Classification      | Start   | 6-8 Wk  | 9-12 Mth | 12-18 Mth | Up To   |
|-----|-------------------------|---------|---------|----------|-----------|---------|
| 195 | Mason B                 | \$21.64 | \$22.08 |          |           |         |
| 196 | Mason C                 | \$22.37 | \$22.83 | \$23.54  |           | \$23.82 |
| 197 | Mason D                 | \$24.87 | \$30.59 |          |           |         |
| 207 | Painter B               | \$21.64 | \$22.08 |          |           |         |
| 208 | Painter C               | \$22.37 | \$22.83 | \$23.54  |           | \$23.82 |
| 209 | Painter D               | \$24.87 | \$30.59 |          |           |         |
| 210 | Plumber & Steamfitter B | \$21.64 | \$22.08 |          |           |         |
| 211 | Plumber & Steamfitter C | \$22.37 | \$22.83 | \$23.54  |           | \$23.82 |
| 212 | Plumber & Steamfitter D | \$24.87 | \$30.59 |          |           |         |
| 218 | Refrigeration Mech B    | \$21.64 | \$22.08 |          |           |         |
| 219 | Refrigeration Mech C    | \$22.37 | \$22.83 | \$23.54  |           | \$23.82 |
| 220 | Refrigeration Mech D    | \$24.87 | \$30.59 |          |           |         |
| 407 | Steam Plant Operator B  | \$21.64 | \$22.08 |          |           |         |
| 410 | Steam Plant Operator C  | \$22.37 | \$22.83 | \$23.54  |           | \$23.82 |
| 411 | Steam Plant Operator D  | \$24.87 | \$30.59 |          |           |         |
| 248 | Tinsmith B              | \$21.64 | \$22.08 |          |           |         |
| 249 | Tinsmith C              | \$22.37 | \$22.83 | \$23.54  |           | \$23.82 |
| 250 | Tinsmith D              | \$24.87 | \$30.59 |          |           |         |
| 358 | Welder B                | \$21.64 | \$22.08 |          |           |         |
| 359 | Welder C                | \$22.37 | \$22.83 | \$23.54  |           | \$23.82 |
| 360 | Welder D                | \$24.87 | \$30.59 |          |           |         |

